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The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1855.)

LONDON, FEBRUARY 3, 1912.

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All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

The Espionage Charge.

THE TRIAL of Mr. BERTRAM STEWART, solicitor, of the firm of MARKEY, STEWART & Co., on a charge of espionage is proceeding at Leipzig, but since it is to take place *in camera*, the exact nature of the charge and the evidence in support of it are likely to remain secret. It is, of course, extremely improbable that there is any evidence worthy of the name at all, and the case, we imagine, is merely an example of the curious nervousness about the visits of foreigners, which appears to prevail in Germany, and which, perhaps, is not altogether absent in this country. It will pass, just as the idea that there is some antagonism between the two countries will pass; provided, at least, that the mutual good feeling between Germans and Englishmen as individuals is not overborne by official and diplomatic action. But meanwhile it produces unpleasant and quite needless consequences.

Actions Against Judges of the Superior Courts.

WE NOTICED recently (*ante*, p. 219) the case in which Mr. Justice RIDLEY, having been informed that the fees of a special jury were due and unpaid, ordered that the clerk of the solicitors, whose duty it was to provide them, should be detained in the custody of the tipstaff until the money was produced. Mr. Justice RIDLEY made afterwards a statement in court as to the reasons by which he was guided in the action which he took, and mentioned that he had been threatened with an action by the clerk who had been detained. The *Pall Mall Gazette*, in a paragraph commenting on these facts, after observing that actions against judges as judges have been extremely rare, adds that there seem to have been none against a judge of the High Court. This statement requires some explanation. Under the Judicature Act, 1873, the Court of Queen's Bench was consolidated with the Supreme Court, and its jurisdiction was transferred to the High Court. And the case of *Fray v. Blackburn* (3 B. & S. 576) was an action brought, more than forty years ago, against a well-known judge, who figured as defendant, the declaration alleging that, there being no sufficient cause against making a rule absolute which the plaintiff had obtained in an action, the judge discharged it with costs, contrary to law. The court, upon demurrer, held that no action lies against a judge of one of the superior courts for anything done by him in his judicial capacity, and that it appeared by the declaration that the act complained of was so done. A similar decision was given in the House of

Lords in 1824, in the case of an action against a judge of the Court of Session in Scotland for words spoken in the execution of his office. The public are, indeed, interested in the maintenance of this rule, which exists for their benefit, and was established for the purpose of securing the independence of the judges, and to prevent them from being harassed by vexatious actions. It may be added that the conduct of a judge in the discharge of his office may, upon a proper occasion, be brought under the consideration of the Legislature.

The Complaints of King's Counsel.

KING'S COUNSEL practising in the Chancery Division are heard to complain of the decline of business in their courts. It is not only that fewer causes are set down for hearing, but the proportion of cases in which leaders are retained has sensibly diminished. Nor is it easy to explain this abstinence on the part of suitors. It must, other things being equal, be a decided advantage to be represented by counsel who attend the same court day after day, and have every opportunity of making themselves familiar with the views and tendencies of the particular judge by whom the matter in hand is to be decided. There are, however, considerations of expense, and the solicitors in some instances have unbounded confidence in the stuff gownsman who has often led them to victory. The action of the masters on the taxation of fees may have had some effect, but we have no means of knowing whether this practice is different from that of their predecessors. We are, on the whole, inclined to agree with those who refer the comparative unemployment of King's Counsel to a falling off in the weight and importance of the business transacted in the Chancery Division. This reason is given for the languor in the business of the assizes, particularly on the Northern Circuit; and the "one-judge" system has caused such delay in the trial of causes that King's Counsel have found it unprofitable to wait for the hearing of the matter in which they are retained, and are, as time goes on, replaced by junior counsel.

Witnesses Who Do Not Say What They Were Expected to Say.

WE READ that, at the hearing of a summons before the police magistrate at Bow Street, the counsel for the prosecution, in reply to some objections as to the sufficiency of his evidence, was compelled to admit that the witnesses, when called, "had not said exactly what he was instructed they would say." Few counsel who are conversant with what at the present day are called "witness causes," have escaped the unpleasant ordeal of being "let down" by the witness whose written proof was in every respect satisfactory. And no task is more difficult than that of disguising the surprise and disappointment with which the questioner receives an answer which really supports the case of his opponent. The case is, of course, different where the examiner has been warned that he is dealing with a hostile witness, and shapes his questions accordingly. The anxieties of *viâ voce* evidence were avoided in the days when the affidavit was paramount in the Court of Chancery, and documentary evidence is still in favour in the civil courts of the Continent. It has always been difficult for the counsel accustomed to rely on written depositions to acquire the dexterity which is indispensable in the interrogation of witnesses of varying intelligence and self-possession. "Witnesses, as watches, go just as you set them, fast or slow," is a statement which belongs to a remote period of legal history, and the power of successfully guiding a witness in the box is one of the most valuable gifts of a successful advocate.

Summons or Writ?

IN MATTERS of administration and of redemption or foreclosure of mortgages there is the choice of proceeding either by originating summons or writ, and which is the proper procedure is frequently a difficult question to answer; but the answer is an important matter, for the choice of a writ when, in the opinion of the court, a summons would have been sufficient, may result in only the costs of a summons being allowed. And yet we believe there are no reliable tests furnished by the authorities for making the choice. Some commonplace tests are in vogue; the procedure by summons, it is said, is suitable only for simple cases; it should not be adopted

where there are questions of priority to be determined; or where there are disputed questions of fact. It has even been suggested that there is no jurisdiction to settle questions of priority on summons (*Re Giles*, 43 Ch. D. 391); but this, of course, is wrong. Masters in the Chancery Division are continually answering inquiries as to priorities in proceedings commenced by summons, and if any party wishes to dispute their finding, he has to do so by applying to vary the certificate—an inconvenient method, no doubt, but one which is an essential part of the procedure of this division. And the tests of simplicity and of non-dispute as to facts are equally fallacious. Difficult questions of law are decided as often on summons as in an action commenced by writ, and disputed questions of fact, too, are determined on summons. Discovery of documents and interrogatories can be ordered, and though a summons is always started on affidavit evidence, yet the deponents may be cross-examined, or oral evidence in chief taken.

The Necessity for Pleadings.

THUS in practice the ordinary tests for deciding whether procedure should be by summons or writ break down, and since a practitioner must, if possible, proceed by summons, the result is that this procedure is probably used too frequently. Perhaps the only certain test is that an action in which personal payment is asked for must be by writ, and hence a foreclosure action, in which a claim on the covenant in the mortgage is joined with the claim for foreclosure, must be commenced by writ. Apart from this the main distinction between a writ and a summons is that a writ is followed by directions, including a direction for pleadings, and as soon as it is ready to be dealt with judicially, it goes before a judge; a summons goes at once before a master, who from the beginning deals with the whole matter, to some extent, at any rate, judicially, and it only goes to the judge by adjournment. If these are the essential steps in the two proceedings, they must furnish the test for deciding which is appropriate. The main distinction lies in the use of pleadings, and this carries with it an important consequence as to evidence. When the facts of a case are simple and the proof of them easy, the plaintiff has no difficulty in presenting them to the master and to the other parties on the affidavits filed after the issue of the summons. But when the facts are complicated and the evidence voluminous, this is a very troublesome method of proceeding. In such cases pleadings are required in order to state clearly the material facts, and they have the advantage that no evidence requires to be filed in the first instance. Evidence is only gone into when the points at issue have been settled by the pleadings, and then it can be confined to the points found to be in dispute. Probably, then, the real test for deciding between the two procedures is whether the use of pleadings is desirable in order to state clearly the questions arising in the action, and to avoid the filing of needless affidavit evidence.

Judges and Practitioners in Oversea Courts.

THE *Times* of January 27th contains a report of the judgment delivered by Lord ROBSON on behalf of the Judicial Committee of the Privy Council in the case of Mr. AMADO TAYLOR, a barrister and solicitor of the Supreme Court of Sierra Leone. Mr. TAYLOR's name had been removed from the roll of barristers and solicitors of the local court on two specific grounds. He had been fined for an alleged contempt of court, and he had been fined for an alleged forgery. In the result all three orders of the court were set aside on appeal to the Privy Council, the fines being ordered to be returned to the appellant, and his name being restored to the roll of legal practitioners. The case is naturally of interest to the legal profession. It is by no means the only instance of strained relations between judges and practitioners in overseas courts. Extraordinary views of what constitutes contempt of court are occasionally taken in those courts, and in one respect the present case has some resemblance to the case of a *Special Reference from the Bahama Islands* (1893, A. C. 138), where a local Chief Justice came into unseemly collision with the Governor of the colony. The contempt of court alleged against Mr. TAYLOR consisted in his having applied to a magistrate for a warrant of arrest on a charge of assault against a person who

was a defendant in a civil action, after a warrant of arrest had been refused by a higher court when applied for on the ground that the defendant was about to leave the colony. The forgery alleged to have been committed consisted in Mr. TAYLOR having altered a subpoena after its issue, by striking out the name of the two witnesses to whom it was directed and inserting the names of two other persons; it had been ascertained that the persons whose names were struck out knew nothing about the case in hand. The Judicial Committee held that merely taking criminal proceedings in order to detain the defendant did not constitute any punishable contempt of the civil court, however open to animadversion on other grounds. The alteration of the subpoena was held to be an irregularity for which a small fine might have been an adequate punishment, but that the offence of forgery had not been committed. The order removing Mr. TAYLOR from the roll of the court fell with the other two orders of the court, these being the only ground for the third order.

Employers' Liability Policies.

RECENT ATTACKS by American judges upon employers' liability policies as infringing the law of maintenance, and, so far as employers are concerned, encouraging listlessness, indifference and neglect, have not, we believe, received much attention in this country. We are, indeed, disposed to think that some of the abuses which have been referred to in the United States have no existence in the United Kingdom. We have more than once heard that English companies who grant these policies are opposed to litigation, and have declined to prosecute an appeal, even where they have been assured by their counsel that there is a good chance of success. The practice of the American courts appears to be different. In a case of *Breedon v. Frankfort Marine, Accident and Plate Glass Insurance Co.* we are informed that the plaintiff, having been, as he alleged, injured by the negligence of a mining company who were his employers, brought an action against them. The defendants had effected an indemnity policy with an insurance company, by the terms of which they undertook the entire and exclusive conduct of the defence in the action for negligence. By a number of continuances, a transfer, a change of venue, an appeal and reversal, the last trial was delayed for several years, so that when the plaintiff finally recovered judgment the mining company, which was originally solvent, had become insolvent. This case would, however, appear to be an illustration of the defects of American legal procedure rather than of the injurious tendencies of employers' liability policies. These policies are, in any view, not likely to be discontinued, and it remains to be seen whether the evils imputed to them are or are not chargeable to the character of the companies by which they are issued.

Signing Bills for "Limited" Companies.

SECTION 63 of the Companies (Consolidation) Act, 1908, enacts (reproducing sections 41 and 42 of the repealed Act of 1862, which itself reproduced sections 30 and 31 of the Joint Stock Companies Act, 1856) that "every limited company . . . shall have its name mentioned in legible characters . . . in all bills of exchange . . . purporting to be signed by or on behalf of the company," and if anyone signs on behalf of the company any bill, &c., "wherein its name is not mentioned in manner aforesaid," he is personally liable to the holder. It was held, by the Court of Queen's Bench, as early as 1858, under the Act of 1856, that the word "limited" is an essential part of the company's name, the omission of which might render a director or other officer of the company personally liable on a bill of exchange accepted by him for the company: *Penrose v. Martyn* (1858, E. B. & E. 499). This decision was followed, under the Act of 1862, by DENMAN, J., in *Atkins v. Wardle* (1889, 58 L. J. Q. B. 377). The practice has long ago been adopted of abbreviating the word "limited" to "Lim," "Ltd," and even "Ld," in commercial documents. From time to time lawyers have had occasion to warn commercial men that they ran a certain amount of risk in not using the full statutory word "limited." The usage has, however, now at last received judicial sanction, though it is highly probable that in the earliest days of limited companies a different view would have been taken by the courts.

It has now been formally decided by SCRUTTON, J., that the use of the letters "Ltd." as an abbreviation of "limited" is a sufficient compliance with the requirements of section 63 of the Companies (Consolidation) Act, 1908, as to the "name" of a limited company being "mentioned in legible characters" on bills of exchange: *F. Stacey & Co. (Limited) v. Wallis*. The defendants, being directors and the secretary of a company called J. & T. H. Wallis (Limited), had accepted bills for their company, and in writing the name of the company on the bills had used the abbreviation "Ltd." The plaintiffs were holders of the bills, and sought in the action to make the defendants personally liable, under the provision of section 63 of the Act of 1908, on the ground that the company's name had not been properly stated in the acceptances. SCRUTTON, J., gave judgment for the defendants, holding that the requirements of the section had been amply satisfied, and that the abbreviation "Ltd." was so constantly used that every commercial man of intelligence would know that "limited" was meant. The plaintiffs' action therefore failed. This is a highly convenient decision, but it rests, of course, purely on a question of facts. Would every intelligent commercial man know that "Ld." also meant "Limited"? And if "Ld.," why not simply "L."? Again, a difficulty might arise if the parties concerned, or some of them, were not intelligent persons. In short, safety lies in the direction of complying with the statute as literally as possible, and as a rule using the full word "limited."

Grant to the Widow of a Judge.

ONE OF the representatives of the State of Kentucky has, we are informed, stated that he would endeavour to incorporate in one of the Appropriation Bills for the coming year a provision that the widow of Justice HASLAN should receive thirteen thousand five hundred dollars, the equivalent of a year's salary of a judge of the Supreme Court. A similar grant was, it appears, made to the widow of Mr. Justice BREWER. The liberal salaries of the judges of the Superior Courts in England have not always enabled them to make an adequate provision for their wives and families, but we are not aware of any case in which provision has been made by the English Legislature for the widow of a judge.

A Novel Feature in Debentures.

WE ARE informed that a novel feature has been introduced in the form of debentures recently issued by one of the new hotel companies. These debentures are to be guaranteed, in addition to the ordinary securities, both as to principal and interest, by each of three of the directors of the company. It remains to be seen how far this example will be followed by the directors of other companies; and whether, if followed, it will have any material effect in stimulating the market for debentures.

Mortgages of Leaseholds by Demise.

THE answers to the questions raised by our correspondent in his suggestive letter (*ante*, p. 239) on our recent article are as follows:—

1. The words "legal term or" should be inserted before the words "*interesse termini* outstanding," appearing at the end of the paragraph headed "Second mortgage of leaseholds by demise."

2. Where the first mortgage of leaseholds is by subdemise and the second by assignment, as we have pointed out (*ante*, p. 220), the mortgagee by subdemise obtains only an *interesse termini* until entry. The second mortgage by assignment, if made before the entry of the first mortgagee, confers the legal term on the mortgagee, which becomes a legal reversionary term on the entry of the first mortgagee. If, however, the first mortgagee enters before the second mortgage is made, the second mortgagee acquires the legal estate in the reversionary term on the execution of his mortgage.

3. Where the first mortgage of leaseholds is by assignment the mortgagor has no legal estate left in him, and, therefore, whether the second mortgage is made by subdemise or assignment, it is equitable only.

4. Where a mortgage conferring an *interesse termini* is made to a building society, a receipt given in the manner and in the form mentioned in section 42 of the Building Societies Act, 1874, "shall vacate the mortgage." The meaning of this is that the receipt precludes the society from making any further claim against the person making it (*Harvey v. Municipal, &c., Society*, 26 Ch. D. 273), and, therefore, destroys the right of entry conferred by the *interesse termini*, or operates as a reassignment of the mortgage conferring the legal estate.

5. The alteration in the declaration of trust, suggested in the final paragraph of the article on p. 221, is intended to apply both to first and second mortgages by subdemise.

H. W. E.

The Effect of the Conveyancing Act, 1911.

(2) As to Mortgages.

THE provisions of the Conveyancing Act, 1911, with regard to mortgages relate to the statutory power of granting leases—mainly in regard to the surrender of leases with a view to the grant of a new lease; to the mode in which the statutory power of sale can be exercised; to the protection of mortgagees and purchasers; and to the disposition of mortgaged property held by trustees—a matter, perhaps, which falls rather under the head of trusts than mortgages.

(1) THE STATUTORY LEASING POWER.

Section 3 of the Act is intended to deal primarily with the inconvenience caused by the decision in *Robbins v. Whyte* (1906, 1 K. B. 125). In that case a mortgagor in possession had in 1892 granted a lease for twenty-one years under the power enforced by section 18 (1) of the Conveyancing Act, 1881. In 1904 the executor of the lessee surrendered the lease to the executors and devisees of the mortgagor, but in the following year the executors of the mortgagee claimed that the lease was still in existence, and brought the action against the lessee's executor to recover arrears of rent. For the plaintiffs it was argued that, though the statute conferred on the mortgagor while in possession power to grant a lease, it did not confer any power to accept a surrender, and hence the existing rule applied, and the surrender was not effectual unless made to the person in whom the reversion was vested—that is, the mortgagee: *Municipal Building Society v. Smith* (22 Q. B. D. 70). For the defendant it was argued that the power to grant a lease implied a power to accept a surrender, but WARRINGTON, J., took the former view. The statutory power to grant leases, as FRY, L.J., pointed out in the case just cited (22 Q. B. D., p. 72), gives the mortgagor power to create a term out of the estate of the mortgagee, and so to convert that estate into one expectant on the term granted by the lease. Thus the reversion is in the mortgagee, and since the statute made no provision as to surrender, WARRINGTON, J., held that this could not be effectual unless made to the mortgagee as the owner of the reversion. Only in this case could the term be extinguished by merger.

The reasoning in *Robbins v. Whyte* is sufficiently obvious, and there was no appeal from the decision. The difficulty has been met, instead, by the present statute, but the power to accept surrenders which it confers is carefully guarded so as to prevent the interests of the mortgagee being prejudiced. Thus section 3 enacts, by sub-section 1, that a mortgagor of land, while in possession, shall, "in like manner as if the legal estate were vested in him and as against every incumbrancer," have power to accept a surrender of any lease of the mortgaged land or any part thereof comprised in the lease; but the prefatory words of the subsection restrict this to the case where the surrender is accepted for the purpose of enabling a new lease to be granted either under the statutory power or under an express power contained in the mortgage deeds, such lease being referred to as an "authorized lease"; and there are further provisions for securing that the benefits reserved to the lessor under the new arrangement shall not be less than those under the old. The power thus conferred to accept a surrender

allows of a surrender of the mortgaged land "with or without an exception of all or any of the mines and minerals therein, or in respect of mines and minerals." But the operation of these words, and the extent to which an authorized lease can be granted of the surface or of mines and minerals separately, raise questions of difficulty, and it will conduce to clearness to treat the section, in the first instance, as though it related to the land without reservation of mines.

Under sub-section 2 a similar power is conferred on mortgagees in possession. A mortgagee of land, while in possession, will have power, as against all prior and other incumbrancers, if any, and as against the mortgagor, to accept any surrender which the mortgagor could accept. This appears to be necessary in the case of a legal mortgagee in possession, for though, by virtue of his legal estate, he could accept a surrender of the term and merge it at law, he would not be justified in doing this without the mortgagor's concurrence, and probably the term would remain on foot in equity. The case seems to be one to which section 25 (4) of the Judicature Act, 1873, does not apply, since the merger following upon an actual surrender is not a "merger by operation of law only." But the present enactment removes any difficulty on this head. The mortgagee in possession has power to accept a surrender of a lease, but only for the purpose of granting a new "authorized lease" in its place.

Sub-section 3 provides that, on making the new lease, the value of the lessee's interest in the lease surrendered may, subject to the provisions of the section, be taken into account in the determination of the amount of the rent to be reserved, and of the nature of the covenants, provisions, and conditions to be inserted in the new lease. But the words "subject to the provision of this section," make it incumbent on the lessor to see that he complies with the requirements of sub-section 5. This gives effect to the restriction on the acceptance of surrenders already referred to, and provides that no surrender shall be rendered valid under the section unless (a) an authorized lease is granted of the whole of the lands comprised in the surrender, to take effect in possession immediately, or within one month after the date of the surrender; (b) the term granted by the new lease is not less in duration than the unexpired residue of the term under the old lease; and (c) the rent reserved by the new lease is not less than the rent under the old lease. Where part only of the land has been surrendered, the aggregate rents remaining payable under the old lease and reserved by the new lease must not be less than the rent under the old lease. The effect of these requirements is that the new lease must be at least as beneficial as the old lease; but it is further provided, by sub-section 4, that the mortgagor shall not obtain a premium on the grant of the new lease. This is done by enacting that "where any consideration (except an agreement to accept an authorized lease) for the surrender is given by or on behalf of the lessee to or on behalf of the person accepting the surrender," the surrender is not to be validated without the consent of all the incumbrancers.

It is thus essential to a surrender under the section that a new immediate lease shall be granted for at least the period of the residue of the term, and at least at the rent existing under or reserved by the old lease. If, on the grant of the new lease, the mortgagor is able to secure better terms, he must not take the benefit in the form of a premium; and this, indeed, follows from section 18 (6) of the Conveyancing Act, 1881, which provides that a lease under the statutory power must reserve the best rent, without any fine (which includes premium) being taken. In these circumstances it is, perhaps, not altogether easy to see how allowance is to be made, under sub-section 3, of the present section, for the value of the lessee's interest in the surrendered lease, though there may possibly be cases in which this can be done.

Sub-section 7 incorporates sub-sections 13, 16 and 17 of section 18 of the Act of 1881, but so as to make them operative only from the commencement of the present Act. The effect is that the present section can be excluded or varied by the mortgage deed; that it applies only in the case of mortgages made after the 1st of January, 1912; and that it applies to any letting and to an agreement for letting, whether in writing or not.

Attention may be drawn to a restriction contained in sub-section 10, on the meaning of "mortgagor" for the purposes of section 18 (1) of the Act of 1881, and of the present section. By section 2 (vi.) of the Act of 1881 "mortgagor" is defined to include any person deriving title under the original mortgagor, and according to this a second mortgagee is a "mortgagor" as regards the first mortgagee, and, if in possession, is entitled to grant leases under the statutory power; but this is of no importance since, under section 18 (2), he can grant leases as mortgagee in possession, which will be valid as against prior incumbrancers as well as against the mortgagor. Sub-section 10 of section 3 of the present Act provides that "mortgagor" shall not, under section 18 (1) of the Act of 1881 or section 3 of the present Act, include an incumbrancer deriving title under the original mortgagor. Thus under both Acts he will exercise the powers of leasing and accepting surrenders as mortgagee, and not as mortgagor, in possession. For most purposes it is immaterial in which capacity he exercises them, but the new provision removes a possible source of confusion.

Hitherto, a mortgagee has not been able to exercise the statutory power of leasing without going into possession. An important change in this respect is introduced by sub-section 11. When a receiver has been appointed by a mortgagee under the Act of 1881, then, so long as the receiver acts, the powers of leasing and accepting surrenders will be exercisable by the mortgagee instead of the mortgagor, in like manner as if the mortgagee were in possession. This adds appreciably to the advantages of appointing a receiver. The liability to account on the footing of wilful default, which has frequently been described as an almost penal liability, is avoided by the appointment of a receiver, and this gives the mortgagee the benefit of the income; it will also, in future, give him the power of granting leases.

The section as a whole suggests the question whether it is not too elaborately drafted. What was required was to get rid of *Robbins v. Whyte* (*supra*), and leave the mortgagor free to determine as well as to grant leases. Where the lease is subsisting at the time of the mortgage, the loan may have been made on the faith of its continuance, and the mortgagee is the proper person to accept a surrender. But where it has been made since the mortgage, its continuance is no part of the mortgage security. The mortgagor may wish to obtain a surrender and go into occupation himself. This he cannot do under the new provision. His power of accepting a surrender is strictly limited to surrender upon the grant of a new lease; and in ascertaining whether the surrender is valid, the new lease and the old will have to be carefully compared, to see that the requirements of the section have been complied with. If *Robbins v. Whyte* could only be got rid of at the price of introducing this complicated section into the Conveyancing Acts, we incline to think that *Robbins v. Whyte* had better have been allowed to stand. But in fact, we imagine, the needless change in the law could have been effected much more simply.

Reviews.

The Law of Copyright.

THE LAW OF COPYRIGHT. By L. C. F. OLDFIELD. Butterworth & Co.

Any expectation that the new Copyright Act, 1911, would make the law of copyright simpler can hardly be said to be justified. No doubt the new Act has improved things a good deal, but copyright will remain a difficult and complex branch of law. The present volume shows the difficulty and complexity that exist and will continue to exist. Besides the new Act—the Copyright Act, 1911—there still have to be taken into account portions of the following Acts: the Fine Arts Copyright Act, 1862, the Customs Consolidation Act, 1876, the Revenue Act, 1889, and the Musical Copyright Act, 1906. In addition to consolidating the remaining statute law on copyright, the new Act amends the law in some radically important points, principally in order to bring English law (or rather the law of the United Kingdom) into line with the law of continental countries, in accordance with the pledge given by entering into the Berne and Berlin Conventions. The author has given a short account of the *raison d'être* of the new Act and of his book in an introduction. The text of the Act follows, with annotations. The amount of annotation required by some of the sections is enormous.

Section 1 consists of three not very long sub-sections covering a page and a half of print; but the notes (a double set), occupy some forty pages. This is largely due to the fact that (as pointed out by Mr. Oldfield) all the different kinds of copyright are dealt with in a single section—section 1. The annotated Act of 1911 exhausts Part I. of the book, and Part II. deals with the law of the United States, giving the text of Rules, Proclamations and Acts. In an appendix the text (annotated) of the Act of 1911 is printed, together with [the Berlin convention, &c., a table of treaties and conventions between different countries, and a table of laws of a selected number of countries. The book deserves to be successful. The notes on our own new Act appear to be exhaustive, and the very recent date of some of the American Acts and proclamations should make their reproduction in the present volume extremely serviceable to authors who have interests on both sides of the Atlantic. It should be noted that the English Act does not come into operation until the 1st of July, 1912, unless an earlier date is fixed by Order in Council, and that it will have to be specially brought into operation (by proclamation or otherwise) in the overseas dominions.

Scotch Company Law.

COMPANY LAW AND PRACTICE IN SCOTLAND. By GEORGE WILTON, Advocate, and of the Middle Temple, Barrister-at-Law. William Hodge & Co.

Not only is this a new book, but we believe it is a new type of book. Scottish text-books usually treat of a system of law which both in its principles and its practice differs widely from English law. But in the matter of company law Scotland stands very near the overseas dominions which rely on English law plus their own local decisions. Text-books dealing with this overseas law are in existence, which embody both the English law of the United Kingdom and the decisions of the local overseas courts. This is substantially what the present volume does. The Companies (Consolidation) Act, 1908, the Assurance Companies Act, 1909, the Limited Partnerships Act, 1907—all apply to Scotland. These Acts, together with some others in force both in England and Scotland, and others again in force in Scotland only, and also the Limited Partnership (Winding-up Rules), 1909, are here printed, with notes. These notes are directed primarily to drawing attention to Scottish decisions, though a large number of the decisions of English courts are also referred to. The author claims that practically all Scottish decisions on the Companies Acts from 1862 are cited. The book should be invaluable to the Scottish company lawyer, and also to English practitioners who have to advise on Scottish law. But even for the purely English lawyer who requires light on some obscure point not touched by English decisions, we think the book should be useful. Relevant Scottish and Irish cases are always welcome, in the absence of an English decision. In the overseas dominions, too, for the same reason the book should be useful. In fact, the relative value of a pertinent Scottish decision in the construction of a section in the Companies Acts would probably be higher in Canada, Australia, or South Africa than in England.

Correspondence.

Payment of Drafts to Order.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Your article on "Payment of Drafts to Order" in your issue of the 6th of January, is of very practical interest. I am a managing clerk; and in the course of my duties recently I went from Brighton to complete a matter at a London bank, where my principals were not known. I had to take up some deeds; and in exchange I offered the draft of one of the foremost banks, which was made payable to my principals. On tendering the draft to the bank manager, he promptly quoted section 60 of the Bills of Exchange Act, 1882, to me, and required to be satisfied of my identity before he would accept my endorsement of the draft (in my principals' names). It is of no interest to your readers to know how the difficulty was overcome. It was overcome and the matter was completed.

I think it is pretty clear from this that the English bankers, whether because of the Australian and Transvaal cases to which your article refers or not, adopt the practice of insisting that a person claiming payment as payee under a draft on them must be identified before payment will be made. This, of course, does not affect the position which frequently arises in practice, where a vendor's solicitor accepts a draft on a banker drawn in favour of the purchaser's solicitor and endorsed by him; for in that case, as your article points out, section 60 protects the banker, for the bill comes to him already negotiated by endorsement.

I confess that the point raised by the London bank manager was a new point to me, and it may not be without practical interest to a good many solicitors and their managing clerks.
Hove, Brighton, Jan. 30.

B. B.

CASES OF THE WEEK.

High Court—Chancery Division.

Re POULTNEY-POULTNEY v. POULTNEY. Joyce, J. 15th Nov., 1911; 19th Jan., 1912.

WILL—CONSTRUCTION—SURVIVORSHIP—VESTED INTEREST—GIFT TO CHILDREN AFTER LIFE ESTATE—GIFT "IN CASE OF DEATH OF ONE OR MORE OF MY CHILDREN, THEIR SHARE OR SHARES TO BE EQUALLY DIVIDED BETWEEN THE SURVIVORS."

By his will P. devised and bequeathed his real and personal property to his wife for her life, and after her death to be divided equally between his eight children and all others, if any, born in wedlock; following the gift was this clause: "in case of the death of one or more of my children, their share or shares to be equally divided between the survivors." All the eight children survived the testator; one child, being married and leaving issue, predeceased the tenant for life.

Held, that the words of survivorship referred to the death of the testator, and that, therefore, the heir and legal personal representative of the deceased child were entitled to the share which that child would have taken, had she survived, on the death of the tenant for life.

By his will, dated the 8th July, 1873, James Poultney appointed his wife sole executrix, and after bequeathing certain chattels to her, gave and devised his real and personal estate to his wife for life, and after her death upon trust to divide the same equally between his eight children therein named, and all others, if any, born in wedlock. Following this gift was this clause: "in case of the death of one or more of my children, their equal share or shares are to be equally divided between the survivors." The testator, who died on the 12th of March, 1880, had eight children, all of whom survived him. Sarah Poultney, his wife, died on the 1st of July, 1910. One of the testator's children, Sarah Elizabeth Davis, who married in the lifetime of the testator, died on the 15th of September, 1886, and, therefore, before the tenant for life, intestate, leaving children. This summons was taken out to determine, whether upon the true construction of the testator's will, in the events which had happened, the heir-at-law and legal personal representative of Sarah Elizabeth Davis, the deceased child, were respectively entitled to any and what share or interest in the reversionary real and personal estate of the testator, or whether the share she would have taken if she had survived should be divided amongst the surviving children. On behalf of the surviving children, it was argued that words of survivorship, in a gift over after a life interest, are to be referred to the period of division—i.e., the death of the life tenant—not to the death of the testator: *Cripps v. Wolcott* (4 Madd. 11). On the other hand, it was argued that the gift vested in the children on the death of the testator, and that the provision as to survivorship was not intended to divest them of their interest.

JOYCE, J., in a considered judgment, after reading the will and stating the facts, continued:—The survivorship clause in the original will is in the handwriting of one of the witnesses, and was inserted after the engrossment. The materiality, if there be any, of the position of this clause, is that it is altogether detached from the clause which speaks of the decease of the widow, as much detached as if it were in a separate instrument, for instance, a codicil. The survivorship referred to in that clause cannot possibly refer to any survivorship other than survivorship on the death of the child whose share is to go over. The clause is quite general, and, taken literally, it would operate not only during the testator's life, or the life of the widow, but at any time. But that construction cannot be admitted, as pointed out by Cairns, L.C. (7 H. L. 388, at p. 395), "where there is a gift to A, and if he shall die to B; if in such a case the words are to be read literally, you have, in the first place, the absolute gift and then a gift over in the event of death, an event not contingent but certain, and in order to avoid the repugnancy of an absolute giving and an absolute taking away, the court is forced to read the words 'in the case of death' as meaning in the case of death before the interest vests." The question here is, to what period is the operation of this clause to be limited. All the children survived the testator, and thus attained vested interests. If the clause is to have operation after the death of the testator, it can only do so by divesting the shares of those who survived the testator. But the court is always anxious to take that construction which will prevent divesting, as shown by *Re Cobbold* (1903, 2 Ch. 299). There is also a rule that provisions for children are not to be read as being contingent on their surviving their parents, unless the intention be perfectly clear: *Hovgreave v. Cartier* (3 V. & B. 79). In this case a daughter, who married, survived the testator, leaving issue. If the clause is construed so as to operate not only for the period of the testator's life, but also for the life of the life-tenant, the result would be most extraordinary, because the survivorship, such as I hold it to be, would result thus, that as the children died, their shares would go to the children who survived them; but the clause would not operate upon accruing shares. The result would be that it would operate on

the original shares of the children until the death of the last child but one, but would not affect the share of the last survivor, if he or she died during the lifetime of the life-tenant, nor the accruing shares. That could not have been the result contemplated. It was contended before me that the case is governed by *Cripps v. Wolcott* (4 Madd. 11), which lays down the rule that, in a bequest of personal estate words of survivorship are *prima facie* to be referred to the period of payment or distribution, not to the death of the testator. This rule, says Hawkins (Wills, p. 262), "will readily yield to an indication of a contrary intention, where a different point of time is mentioned in immediate connection with the words of survivorship": *White v. Baker* (2 do G. F. & J. 55). There is also a rule (Hawkins, Wills, p. 260) that a gift over in case of death of one legatee to the survivors may be restricted by the survivorship being referred to the period not of distribution, but of vesting, according to the doctrine of *Crozier v. Fisher* (4 Russ. 398), and *Bouverie v. Bouverie* (2 Ph. 349), which was cited before me. Therefore, in my opinion, this clause ought to be construed as operating only during the testator's life, until his death, when the shares vested, and not so as to divest any children of their shares. There is no authority that prevents me from so deciding. The share, therefore, of the daughter who died before the tenant for life was not divested, and goes, in so far as it is reality, to her heir, and in so far as it is personality, to her legal personal representative.—COUNSEL, Bischof, for the summons; G. Henderson, for the surviving children; T. T. Methold, for the administrator of Sarah Davis. SOLICITORS, Simpson, Palmer, & Winder; J. E. Anthony.

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

Re CLUNIES-ROSS. STUBBINGS v. CLUNIES-ROSS. Joyce, J. 22nd, 28th, 29th, and 30th Nov., 1911; 20th Jan. 1912.

WILL—CLASS—CHILDREN AND COLLATERALS—GIFT TO INCLUDE PERSONS WHO PREDECEASE TESTATOR LEAVING ISSUE AT HIS DEATH—NIECE DYING BEFORE TESTATOR—VALID GIFT TO PERSONAL REPRESENTATIVES WILLS ACT, 1857 (1 VICT., c. 26), s. 35.

A testator bequeathed and devised his residuary estate to trustees upon trust to convert the same, and after making certain payments to divide the residue among all his children, both sons and daughters, and his niece, E. C. R., in equal shares as tenants in common, the said niece and children to form one class together taking in equal shares, and in case any one of the said residuary legatees might die in the testator's lifetime leaving any issue who should be living at the testator's death, then and in such case the gift of a share of residue in favour of such residuary legatee should take effect in the same manner as if such residuary legatee had survived the testator and died immediately after his death. The niece died in the lifetime of the testator leaving issue who were living at the testator's death.

Held, that under the will there was a good gift of the share of the deceased niece to her legal personal representative as part of her estate. *Re Gresley* (1911, 1 Ch. 358) not followed.

This was an application by the plaintiffs, two of the executors and trustees of the will of George Clunies-Ross, deceased, to determine questions arising in the construction of the said will. By his will dated 29th January, 1897, the testator, after sundry bequests and devises, devised and bequeathed all his residuary estate to his trustees upon trust to sell, call in, collect, and convert the same into money, and after paying certain legacies, debts, general and testamentary expenses, "to divide the residue of the said moneys in equal shares amongst all my children, both sons and daughters, and my niece, Eleanor Clunies-Ross, as tenants in common, my said niece and my children to form one class together, taking in equal shares, all of whom are hereinafter included in the term residuary legatees, and I declare that in case any of the residuary legatees may die in my lifetime leaving any issue who shall be living at my death, then and in such case the gift of a share of residue in favour of such residuary legatee shall take effect in the same manner as if such residuary legatee had survived me and died immediately after me." The testator died on the 7th July, 1910. Eleanor Clunies-Ross married in 1898, and died on the 4th November, 1901, leaving issue, a son, who was living at the death of the testator. One of the questions to be determined was whether the personal representative of Eleanor Clunies-Ross, deceased, was entitled to share with the testator's children in the residuary gift contained in the testator's will. For the surviving children it was submitted that the case was the same as *re Gresley* (1911, 1 Ch. 358), where it was held that a similar gift was void; that there could not be a gift to a dead person. Here there was no substituted gift, and therefore there was a lapse. For the representative of the deceased niece it was contended that the decision in *re Gresley* was wrong, and not binding on the Court.

JOYCE, J., in the course of a considered judgment, said:—The testator's niece died in the lifetime of the testator, leaving issue, who are still living. In my opinion the meaning of this disposition is perfectly plain; it is, in fact, in common form, though the form has been slightly modified in recent years, on account of the incidence of the death duties. There is no illegality in this disposition, and no need to have recourse to statute to give it validity. In spite of the recent case cited to me, *re Gresley* (1911, 1 Ch. 358), which, as it is reported, I quite fail to understand, I must hold that according to the true construction of this will, and in the events that have happened, the share of the deceased niece is well given to the personal representative of that lady as part of her estate.—COUNSEL, R. F. Norton, K.C., and C. S. Crossman for the summons; Hughes, K.C., and C. L. Chubb for the representatives of Eleanor Clunies-Ross; Stewart-Smith, K.C., and Evelyn Rivière; Jenkins, K.C., and Ward Coldridge; Jessell, K.C.,

and C. J. W. Farwell; Clouston, K.C., and E. J. Elgood; Astbury, K.C., and Galbraith, for other residuary legatees. SOLICITORS, Fowler & Co.; Druces & Attlee.

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

Re DRAYTON, Deceased. FRANCIS v. DRAYTON. Neville, J.
25th Jan.

WILL—CONSTRUCTION—REQUEST OF ANNUITY PUR AUTRE VIE—DURATION OF THE ANNUITANT'S INTEREST—DEATH OF THE ANNUITANT BEFORE THE CESTUI QUE VIE.

Payment "during the widowhood of my said wife . . . out of the income of my trust fund" of "the following yearly sums of money; . . . to my said daughter, Ellen Alice Francis, £100" gives an annuity to Ellen Alice Francis, which continues to be payable after her death to her legal personal representative during the widowhood of the testator's widow.

This was a summons to determine whether an annuity of £100 by the will of the deceased bequeathed to Ellen Alice Francis during the widowhood of her mother, Emilie Drayton, ceased on the death of the said Ellen Alice Francis, or whether the same is payable during the remainder of the widowhood of the said Emilie Drayton to the plaintiff, John Francis, as the legal personal representative of the said Ellen. The clause in question was as follows:—"During the widowhood of my said wife my trustees shall, out of the income of my trust fund, pay the trustee annuities or annuity (if any) for the time being payable, and subject thereto shall pay the following yearly sums of money to my said daughter, Ellen Alice Francis, £100," and several other similar gifts. Counsel for the residuary legatees maintained that if it was held that this sum continued to be payable after the death of Ellen, it would go out of the family, which was not intended. For if it was meant to continue after the death of Ellen, some such words as "or to her legal personal representative" should have been added after the gift to her. This is an annuity charged on a fund. Counsel referred to the judgment of Lord Chancellor Hardwicke in *Savery v. Dyer* (1752, Ambler 139). On the other side, it was contended that the annuity continued to be payable during the widowhood of the testator's widow to the legal personal representative of the annuitant, and the cases of *Lewis v. Lewis* (1848, 16 Simon, p. 266) and in *Re Ord, Dickinson v. Dickinson* (1878, 9 Ch. D. 667, and 1879, 12 Ch. D. 22) were cited.

NEVILLE, J., after stating the facts, said: In my opinion, this is a case in which the annuity continues to be payable to the legal personal representative during the widowhood of the testator's widow, and Lord Hardwicke himself, in the case of *Savery v. Dyer*, points out the reason by saying that there is no necessity for determining the annuity at the death of the annuitant, provided a time for such determination is fixed, as in this case it is, i.e., the death of the *cestui que vie*. The question of the necessity of closing the period during which the annuity is to be enjoyed does not arise in this case.—COUNSEL, Egbert Rand; Galbraith; Crossfield; and Ince. SOLICITORS, Ethelstan Osmond Savigny and Eagleton & Sons.

[Reported by L. M. MAY, Barrister-at-Law.]

TAYLOR v. YIELDING. Neville, J. 26th Jan.

ARBITRATION—VALUATION—CONSTRUCTION OF AGREEMENT—ORDER 54A, R. 4.

It was held on originating summons that certain words in an agreement, that the value of certain shares was to be determined by two valuers appointed by the parties or an umpire appointed by the valuers in accordance with the Arbitration Act, 1889, constituted the agreement an agreement to arbitrate as to value, and not a mere agreement to have a valuation.

This was a summons to determine whether in the events which had happened the plaintiff was entitled, upon the true construction of clause 4 of a certain memorandum of agreement made between the plaintiff and the defendant, and dated the 11th of October, 1907, to a meeting with the defendant, for the purpose of bidding for the shares mentioned in the said clause, and whether in the events which had happened the arbitrators and umpire mentioned in the said clause ought to proceed to a valuation of the plaintiff's said shares and for other relief. The material part of clause 4 was as follows:—"It shall be lawful for either party, hereinafter called the 'giver,' to give to the other party, hereinafter called the 'receiver,' notice, in writing, requiring the receiver to elect whether he will sell to the giver all his shares in the company, or whether he will purchase the shares of the giver." "In the event of either of the parties hereto electing to purchase the shares of the other party, as aforesaid, the value of the said shares shall be determined in the absence of agreement by two valuers, one to be appointed by the giver and the other by the receiver, and in case they differ by an umpire, to be agreed upon between and appointed by the two valuers, in pursuance of and in accordance with the Arbitration Act, 1889." There was another clause, stating that in certain events, and by the giving of certain notices, they could proceed to auction. The defendants elected to purchase, but difficulties had arisen as to the method of valuation. Counsel for the defendants contended first, that this was not a proper matter for a summons, as it did not come within O. 54A. He submitted that to determine what is the construction of an agreement, "in the events which have happened," is not a true question of construction. Secondly, that the parties never intended to have an arbitration, but merely a valuation, and on this point the following cases were referred to:—*Collins v. Collins* (1858, 25 Beav. 306); *Milnes v. Gery* (1907, 14 Ves. 400); *Vickers v. Vickers*

(1867, L. R. 4 Eq. 527); *In Re An Arbitration between Dawdy and Hartcup* (1885, 15 Q. B. D. 426); *In Re Curus-Wilson and Greene* (1886, 18 Q. B. D. 7); *In Re An Arbitration between Hammond and Waterton* (1890, 62 L. T. 808).

NEVILLE, J.—The first point in this case is whether the question can be raised by originating summons; in my opinion it can. In my opinion it is a point raised on the interpretation of the agreement. The first question is whether clause 4 of the agreement is intended to create the relationship of buyer and seller. The giver gives his notice for the receiver to say whether he will buy or sell. The receiver does not elect. Now the option is given to the giver to say if he will buy. The matter now goes to two valuers, who are to ascertain the price. Did the parties intend this to be a mere valuation or an arbitration? I do not think I shall be in conflict with the cases which have been cited to me if I come to the conclusion that they are arbitrators. They may agree to differ between themselves. I think the intention that, in the event of the party electing to sell and the other not agreeing to buy, they shall meet and bid, seems to be adequately expressed. Also, if the receiver, says "I won't buy" and the giver says "I will," it is even then, in my opinion, either an auction or an arbitration. If he gives notice, he can proceed by auction, otherwise the price shall be fixed by arbitration. The parties, in my opinion, intended to take advantage of the procedure under the Arbitration Act. The cases are quite clear that you cannot make a valuer an arbitrator by calling him so or vice versa; but, in my opinion, this is an agreement for an arbitration in the events which have happened as to value.—COUNSEL, Gore-Browne, K.C., and Montgomery; Jenkins, K.C., and Manning. SOLICITORS, Jacques & Co., for Schalefield, Taylor, Stroud, & Maggs, of Batley, Yorks, and Ward, Bowie, Porter, & Co., for Harry Stephenson, of Leeds.

[Reported by L. M. MAY, Barrister-at-Law.]

Re WARWICK, Deceased. WARWICK v. CHRISP. Parker, J.
26th Jan.

MONEY ON DEPOSIT IN JOINT NAMES—SURVIVORSHIP—FATHER AND DAUGHTER—PRESUMPTION OF RESULTING TRUST TO OWNER—HOW REBUTED—RIGHT OF THE DAUGHTER TO TAKE FOR HER OWN BENEFIT.

Where money is placed on deposit by a father in the joint names of himself and his daughter, and to be paid out to the survivor, the relationship of father and child, in the absence of special circumstances, rebuts the ordinary presumption of a resulting trust for the owner, and raises the presumption that the child was meant to take beneficially if she survived her father.

This was a summons to determine whether the defendant, Martha Chrisp, was now entitled beneficially to the sum of £299 18s. 2d. standing on deposit in the joint names of the testator and herself in a bank, and interest thereon, or whether the same formed part of the residuary estate of the testator, or whether she ought to bring the same into hotchpot and account for the same before she took any share in the residuary estate of the testator. Counsel for the residuary legatees relied on *Marshall v. Crutwell* (1875, L. R. 20 Eq. 328) as shewing that Martha Chrisp could not take the money on deposit at the bank for her own benefit.

PARKER, J., said: In this case the testator, just before his death, opened an account in the name of himself and his daughter, and both signed a form stating that either could draw the money, but that all should belong to the survivor. It has been said that no inference can be drawn from this as to the intention of the testator, because the form was a common form used by banks. I will assume this is so. Then we have the evidence of Mrs. Chrisp as to her father's statements, that he wished to give her a little extra benefit because she had lived with him and helped him more than the others, which evidence I accept. The daughter has survived her father. In my opinion, this is a case where the usual presumption of a resulting trust in favour of the purchaser or owner is rebutted by the relationship of parent and child, and the presumption arises that the parent intended to benefit his child. Then the case of *Marshall v. Crutwell* (*ubi supra*) is put forward against this. I hold that *Marshall v. Crutwell* is a totally distinct and different case to the present case. There it was a question of husband and wife. The husband opened a current account in the joint names of himself and his wife, and this current account was frequently operated upon. There Sir George Jessel decided the case on "the inferences which he drew from the surrounding circumstances," and in this case the inference I draw is that the father intended this sum which he deposited to be for the sole benefit of this daughter, and she is accordingly entitled to have it for her own use, and need not bring it into account in taking her share of her father's property under his will.—COUNSEL, Alfred Adams, Gilbert Smith, and Bischoff. SOLICITORS, Bell, Brodrick, & Gray, and Ince, Colt, & Ince, for Robert Brown & Son, of Newcastle-on-Tyne.

[Reported by L. M. MAY, Barrister-at-Law.]

Re JOHN BRINSMEAD & SONS (LIM.). Eve, J. 24th Jan.

CONTRACT—TO CONTINUE UNTIL A CERTAIN DATE—CONTINUANCE THEREAFTER SUBJECT TO DETERMINATION BY NOTICE—NOTICE GIVEN EXPIRING ON THE FIXED DATE—VALIDITY OF NOTICE.

An agreement provided that it should continue until the 31st of December, 1911, and should continue thereafter subject to determination by twelve months' previous notice. A notice was given in 1910 to determine the agreement on 31st of December, 1911.

Held, that the notice was invalid and of no effect.

This was an adjourned summons asking that it might be declared

that according to the true construction of an agreement of 8th of May, 1905, such agreement could not be determined by notice by either party before the 31st of December, 1912, and that the notice given by the defendants was not a valid or effectual notice. The agreement provided that it should continue until the 31st of December, 1911, and should "continue thereafter subject to determination by twelve months' previous notice." On the 2nd of November, 1910, the defendants gave notice to determine the agreement on the 31st of December, 1911. The plaintiffs alleged that on the construction of the agreement no notice could be given until after the 31st of December, 1911. The principal cases cited were *Brown v. Symonds* (8 C. B. N. S. 208) and *Langton v. Carleton* (L. R. 9 Ex. 57).

EVZ, J.—It is not surprising that differences of opinion have arisen on the construction of this agreement. There is a great deal to be said on both sides. Ought the words "subject to determination by twelve months' notice" to be read as applying to the fixed term ending 31st of December, 1911, as well as to the uncertain term after that date? In other words, is the notice confined to the uncertain term? On the whole, I think the agreement does not permit notice, except after the expiration of the fixed term. The agreement was to continue till 31st of December, 1911, and was to continue thereafter, with power to determine it on notice. No notice, therefore, given before 1912 has any effect.—COUNSEL, P. O. Lawrence, K.C., and Methold; Ingpen, K.C., and Beddall. SOLICITORS, Crowders, Vizard, & Co., for Ouston, Dickinson, Simpson, & Bigg, Leicester; Flower-Ellis & Simon.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

EASTON F. HITCHCOCK. Div. Court. 26th Jan.

CONTRACT—PRIVATE ENQUIRY AGENT—AGREEMENT TO WATCH A PERSON'S HUSBAND—WARRANTY OF SECRECY OF AGENTS EMPLOYED AFTER THEY HAVE LEFT SERVICE.

The plaintiff, a private enquiry agent, contracted with the defendant, a married woman living apart from her husband, that a watch should be kept upon the husband, and the plaintiff arranged for a watch to be kept on the movements of the defendant's husband from January 4th to the first week in April, 1911. D, a man employed by the plaintiff upon this work for three days, after the expiration of his service, told G, a man who had been employed by the plaintiff in 1909, of the work upon which he was engaged, and G informed the defendant's husband that he was being watched. The plaintiff knew nothing of this, and continued to organise the watch kept upon the defendant's husband after he had been informed that observation was being kept upon his movements.

Held, that there could not be implied from the circumstances of such a contract that the plaintiff guaranteed secrecy on the part of persons she employed in the work of watching, after they had left her service.

Appeal from the Brompton County Court. The plaintiff entered into the contract set out in the head-note with the defendant. The price agreed upon was 6 guineas a week, with 1 guinea a day for odd days. Davis, a man employed by the plaintiff for three days in watching the defendant's husband, after the expiration of his service told Gardiner, a man who had been employed by the plaintiff in 1909, of the work upon which he had been engaged, and Gardiner conveyed this information to the defendant's husband. The plaintiff knew nothing of this, and continued to organise and conduct a watch upon the movements of the defendant's husband after he had been informed that he was being kept under observation. The defendant paid to the plaintiff £64 lbs. 10d. of the plaintiff's charges—£94—but refused to pay the balance, on the ground that there was an implied warranty on the part of the plaintiff guaranteeing the secrecy of the persons she employed, and that if by their instrumentality the person to be watched was warned that observation was being kept upon him, he was no longer "watched" within the meaning of the contract. The plaintiff brought an action in the county court for the balance of her charges and recovered judgment, the learned county court judge holding that the plaintiff could not be held to guarantee the secrecy of persons who had once been in her employ, and had left it, and that she was not disentitled to recover for services rendered in ignorance of the fact that the person to be watched had been warned that he was being watched. The defendant appealed. In the course of the argument, HAMILTON, J. said:—"Is there any case where a solicitor has been unable to recover fees from a client on the ground that his clerk, after he has left his service, has divulged that client's private affairs of which he had obtained knowledge when in the solicitor's service?" Mr. Norman Craig, K.C., who was arguing for the defendant, said he knew of no such case.

HAMILTON, J.:—"This is a novel point, and perhaps an interesting case. The plaintiff was a person who watched other persons for reward. The defendant was a married woman who wanted to have her husband watched, and resorted to the plaintiff for that purpose. In her advertisements the plaintiff said that secrecy was essential to her business, and there is no doubt that in such a business if there was not a certain amount of secrecy it would be without effect. In pursuance of her contract with the defendant to watch the defendant's husband the plaintiff employed certain persons, in respect of whose services the balance of this account was claimed. However, the watching was of no effect. I assume there would have been nothing to watch in any

case, but if there had been the watch would have been of no effect, because the husband had been informed he was being watched. A man named Davis, who had been employed by the plaintiff in this work, after he had ceased to be employed by the plaintiff, told a man named Gardiner, who had been employed by the plaintiff in 1909, the name of the man he had been watching. Gardiner, from what motive it is unnecessary for us to inquire, went to the defendant's husband and told him he was being watched. The plaintiff brought an action for the balance of her fees for work done in watching the defendant's husband after he had been informed that he was being watched. The county court judge was invited to hold that there was a guarantee implied by the plaintiff in her contract of the secrecy of the persons who had been in her employment, but had left it, and that if that guarantee was not fulfilled she was not entitled to recover, even though she and her assistants were in ignorance that the person who was being watched was upon his guard. The defendant also contended here that the learned county court judge ought to have found as a matter of law that the plaintiff had been guilty of such negligence as to disentitle her to recover because when she engaged Davis and Gardiner she had not taken care to select persons of such impeccable discretion that after they had left her service they would not discuss what had gone on whilst they were in it. That point does not appear to have been made at the county court. In my opinion the learned judge was right in giving judgment for the plaintiff. I do not think that the circumstances of this contract are such as to justify us in inferring such a warranty of secrecy on the part of an employee, at all events, after that employee had left the service. I say nothing one way or the other as to whether such a warranty of secrecy ought to be implied on the part of persons still in the plaintiff's services. The case of a doctor's servant or of a solicitor's clerk divulging secrets would raise a somewhat similar issue. At any rate, when a person has left the employment I do not think it can be either necessary or justifiable to imply such a warranty of secrecy on his part, because it would be impossible to fix the limits of time and to define the circumstances to which such a warranty should extend to say, for example, whether it extended to wilful conduct only, or to merely negligent conduct on the part of the employee. I think, therefore, that in the absence of authority, I am not prepared to imply such a warranty from this contract. If the persons who employ these agents want to protect themselves in circumstances such as these, they must do so by express terms stated in the contract. The appeal, therefore, will be dismissed.—COUNSEL, Norman Craig, K.C., and Storey Deans; Compton-Smith. SOLICITORS, Stanley, Woodhouse & Hedderwick; Newton G. Driver.

[Reported by C. G. MORAN, Barrister-at-Law.]

Societies.

The Law Society.

GENERAL MEETING.

A general meeting of the Law Society was held on Friday, the 26th ult., Mr. W. J. Humphrys (Hereford, president) taking the chair. Among those present were Mr. Charles Leopold Samson (vice-president), the Hon. Walter Bernard Louis Barrington, Mr. Thomas William Bischoff, Mr. John James Dumville Botterell, Mr. Alfred Henry Coley (Birmingham), Mr. Cecil Allen Coward, Sir Homewood Crawford, Mr. Weeden Dawes, Mr. Robert William Dibdin, Mr. Walter Dowson, Mr. Robert Elliott (Cirencester), Mr. Walter Henry Foster, Mr. Samuel Garrett, Mr. Herbert Gibson, Mr. Charles Goddard, Mr. John Roger Barrow Gregory, Sir Henry James Johnson, the Hon. Robert Henry Lyttelton, Mr. Philip Hubert Martineau, Mr. Robert Chancellor Nesbitt, Mr. Ernest Fitzjohn Oldham, Sir Albert Kaye Rolitt, LL.D., D.C.L., Litt.D., Mr. William Arthur Sharpe, Mr. Richard Stephens Taylor, Mr. Walter Trower, Mr. William Melmoth Walters, Mr. Robert Mills Welsford, and Mr. William Howard Winterbotham (members of the Council), Mr. Arthur Joseph Clarke (High Wycombe) and Mr. Charles Elton Longmore, C.B. (Hertford) (extraordinary members); also Mr. S. P. B. Bucknill (secretary) and Mr. E. R. Cook (assistant secretary).

DEBT COLLECTING BY SOLICITORS.

MR. BRINSLEY HARPER (London) said he desired to raise a question before the Society with reference to a matter which he was sure must have caused surprise amongst solicitors. The Council of the Society had given a decision, which had been supported by the Divisional Court. The decision dealt with a matter which was of very ordinary occurrence in the City of London, and if it was declared to be illegal he must say that at least half the solicitors in the City ought to be struck off the Rolls.

THE PRESIDENT observed that Mr. Harper had simply given notice to ask a question.

MR. BRINSLEY HARPER said the matter affected a very large number of the members of the profession.

THE PRESIDENT said that Mr. Brinsley Harper had merely given notice of a question, and he would answer it. If Mr. Harper wished he could give notice of motion for the next general meeting.

MR. BRINSLEY HARPER said that if that was so he would ask the question, of which he had given notice, as follows:—"Whether (having regard to the case of *In re a Solicitor*, W.N. 18th November, 1911) it is to be understood that the Law Society consider the collection of debts by solicitors for clients on the terms of a commission

being paid on the amount of the debt recovered as champertous and in the opinion of the Society unprofessional conduct on the part of a solicitor?"

THE PRESIDENT: Mr. Brinsley Harper asks the opinion of the Law Society, not of the Council. The way to ascertain the opinion of the Society is by motion at a general meeting, not by a question. If Mr. Brinsley Harper's object is to ascertain the opinion of the Council, the answer is (1) The question whether the collection of debts by solicitors for clients on the terms of commission being paid upon the amount of the debt recovered is champertous, is a question of law which can only be determined by the Courts. At present the authorities on the subject are conflicting. The Council recognise that there is much to be said in favour of authorising remuneration by commission, and will be prepared to consider favourably an application, under proper circumstances, to support a test case on the point. In the meantime the whole question will receive the further consideration of the Council. (2) To the question whether the practice referred to is unprofessional conduct, the answer is that it is the function of the Discipline Committee, and the Courts, to decide what is, or is not, professional misconduct. The circumstances of the case *In re a Solicitor*, W. N., 18th November, 1911, were special, and the decision in that case did not depend altogether upon the point raised by Mr. Brinsley Harper's question.

Mr. BRINSLEY HARPER asked whether, arising out of that, he might ask whether if the facts in this case had only been that debts were collected on commission, the Council thought that that would be unprofessional conduct?

THE PRESIDENT: I must have notice in the ordinary way.

Mr. BRINSLEY HARPER said he would give notice to ask the question at the next meeting, and would put a notice of motion down.

LEGAL AID SOCIETIES.

Mr. CHARLES FORD (London) had given notice to ask the following question. He said the Council had received a communication from the Bar Council, and the question was, "Whether the attention of the Council has been called to the recent severe remarks of His Honour Judge Woodfall as to so-called 'legal aid societies,' and whether the Council are co-operating with the Bar Council to protect the public against these so-called 'societies'?"

THE PRESIDENT: The Council have for some time past been conferring with the Bar Council upon the matter, which is still under their consideration. I may add that the Bar Council are considering the matter and are in direct communication with the Council of this Society.

Mr. FORD: Is there any doubt about it?

THE PRESIDENT: I have given you the answer.

Mr. FORD: I am much obliged to you.

VACANT JUDGESHIP.

Mr. FORD had also given notice: "To ask the President of the Law Society if he can give any information as to the intentions of His Majesty's Government in regard to filling the King's Bench vacant judgeship caused by the lamented death of the late Mr. Justice Grantham, and whether the Council of the Society propose to make representations as to filling up such vacancy without delay in the interests of suitors?" He said he was sure they all deplored the death of the learned judge mentioned in the question.

THE PRESIDENT: Neither I nor the Council have any information as to the intention of His Majesty's Government with regard to the vacancy referred to. The Council are not proposing to make representations as to filling up such vacancy.

Mr. FORD: I am very sorry to hear it, Mr. President.

LAND TRANSFER ACT.

Mr. J. S. RUBINSTEIN (London) had given notice to move the following resolutions: "1. That (a) the experimental working of compulsory registration of title in the county of London since January, 1899, has proved that the system is complicated, dilatory and costly; (b) the amendments recommended by the Report of the Royal Commission on Land Transfer are not calculated to and cannot remove defects which are fundamental; and (c) accordingly this meeting recommends the Council to take into serious consideration the question whether or not the Privy Council should not now be asked to exercise its power of rescinding the Order applying compulsion to the county of London and thus relieve London property owners from the burden of having to find £50,000 a year for the upkeep of the Land Registry Office. 2. That, having regard to the fact that the system of registration of title, notwithstanding that it has been available in this country since 1862, has never succeeded in securing the confidence of property owners, and is to-day more distrusted than ever, this meeting desires to record its conviction that the time has come for recognising the fact that the Land Registry Office is unable to justify its existence, and should consequently be brought to an end." He said he thought that no apology was needed from him for bringing forward the resolutions. From the commencement of the controversy regarding the matter he had held the view that the only practical way of dealing with the matter was to educate the public, and the only way that could be done was by bringing forward resolutions of this character. It was the only opportunity they had of bringing the facts under the notice of the public. Referring to the resolutions which the Council had passed in consideration of his paper read at the Nottingham meeting, he said that they were resolutions with which he thoroughly disagreed, and which seemed to him to have no practical bearing on the subject as it stood to-day. He would say nothing with regard to the first, which was:

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"That the Council be recommended to inform the Lord Chancellor that, with a view to simplifying the transfer of land, the Council are prepared to submit a Bill for assimilating the law of realty and personality in accordance with the views of Mr. T. Cyprian Williams, as summarised in paragraph 101 of the Report of the Royal Commission, and to invite his Lordship to support such a measure." They were all agreed as to that. All he would say about it was that it was hardly a practical suggestion at the present moment. It was hardly to be expected that the Lord Chancellor would go out of his way to bring about an alteration of the law such as was suggested for the simple purpose of furthering whatever view the Council might have arrived at. The second resolution was: "That the consideration of the question of any extension of the system of compulsory registration of title should be deferred until the law has been amended, as above suggested, and the amendments recommended by the Report of the Royal Commission have also been passed into law, and the system as amended has been found to work satisfactorily." He ventured to say that there was not a member of the Council who in his conscience could believe that, if every one of the amendments recommended by the Royal Commission were passed into law to-morrow, the system could possibly work satisfactorily. It was a system which was fundamentally wrong, which required things to be done which were not possible. And believing as they must believe, and as they had said over and over again they did believe, that the system was a wrong one, how could they suggest to the Lord Chancellor that he should make amendments and see how they worked, when solicitors knew it was impossible that the Act should ever work satisfactorily. Surely the right course would have been to say, "We have read the Report of the Royal Commission and considered their recommendations, but we believe that if these recommendations were part of the law they would not remove the fundamental objections to the system which means for all time a mechanical system." Surely it was not right to invite the Lord Chancellor to make amendments which they knew could not work satisfactorily. It was just about twelve months since the Report of the Royal Commission was issued, and to this day he thought the Council had not issued any statement at all as to their views on the subject. It was understood, he thought, that they were taking the Report into consideration, and were to let the members of the Society know their views. So far as he knew, they had not done so. Another point to which he would like to call attention was that the Royal Commission never did have the confidence of the Society. The Council knew that the Society passed a resolution to that effect, namely, that the composition of the Royal Commission was wholly unsatisfactory. It was a committee of twelve men, only one of whom was a solicitor, and only one of whom, therefore, had any pretence of knowing the practical part of the work, and he died before the Report of the Commission was issued. So that the Society did, in express terms, pass a resolution to the effect that the constitution of the Commission was highly unsatisfactory. And yet the Council professed to attach importance to the conclusions at which the Commission had arrived by recommending that they should be carried into effect. It should be kept in view that the matters referred to that Commission were far too limited, and that they excluded the very one subject in which the members of the Society were most vitally interested. Simply to ask the Commission to report what amendments were necessary was altogether beside the question. The Council should have taken that into consideration when they dealt with the whole subject, the effect

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of which was plain to everybody outside the purview of the Commissioners. The Commission had to consider whether the system could or could not be made satisfactory. A third point to which the Society strongly objected was the fact that the inquiry was being held *in camera*. They asked that it should be a public inquiry. There again the authorities for their own reasons preferred to hold the inquiry *in camera*, with the result that the public knew nothing whatever about the evidence that was put before the Commission. It was true that it had been reprinted and that it ran to a volume of several hundred pages. But such a volume could not possibly be read through by any single individual. It was impossible to read through a long report of that kind, and, for all practical purposes, the volume was waste paper. These matters might have been present to the minds of the Council when they were considering the subject, and as to what resolutions they were to pass and send to the Lord Chancellor. Then, when the Report was issued, they might have said, "We have read the conclusions of your Royal Commission, and, to a large extent, there are many things about it we should like to emphasize; viewing them as the authoritative statement of what we should support, it is impossible for us to do so." From that point of view the Council should have reiterated their view that it was impossible to make the system satisfactory, and that, therefore, the sooner it was brought to an end the better. With regard to his first resolution, he ventured to say that no one could dispute that. It was admitted—the Royal Commission themselves had admitted it. They had found it a fact that the purchaser of property with a possessor's title in London was at a disadvantage as compared with a purchaser elsewhere. Again, they said the system was an imperfect one, and yet the Council were allowing without protest this imperfect system to continue to exist, and without uttering a word to bring it to an end. That it was costly was proved by the fact that it required about £50,000 a year to keep the Land Registry Office going. In other words, people with property were mulcted in fees which produced £50,000 annually, in addition to the ordinary scale charges. Again, he asked the meeting to say that the amendments recommended were not calculated to remove defects which were fundamental. The Royal Commission itself gave away the whole case for the registry when it advised that a mortgage could not be carried out by the registrar, and advised that it could only be carried out by deeds in the ordinary way and put on the register. In other words it was a register of deeds simply. He was in favour of a register of deeds and had no objection to that at all. But then the registry of title was a registry of deeds; but it had been proved that as a registry of title it was an absolute failure. His first resolution recommended the Council to consider whether the Privy Council should not exercise its power to rescind the Order applying compulsion to London, and he should have thought it was the primary duty of the Council to make the recommendation that it should be brought to an end. The Council should have the courage of their convictions, and should make the recommendation he was suggesting. When the Act was passed, the society congratulated themselves on the fact that these orders applying compulsion could be removed at any time. That was held to be the principal safeguard in the Act of 1897; but the authorities had since said that power to revoke meant nothing, because the Privy Council, who had the right to recall the order, were practically the Lord Chancellor for the time being, and he (Mr. Rubinstein) understood that unless the Lord Chancellor was willing, the Privy Council could not take any action. But the fact that the Act provided that permission proved that it was experimental and that it was never intended to apply for all time, as the authorities persisted in telling them to-day. If that was so, why should there have been inserted a provision in the Act which should give the Privy Council the power of rescinding an order? He asked if they were willing that this system should continue for all time in London, even if it was extended to the country. Of course they could make a far stronger case against the extension to the country, but as long as the system was in operation in London the whole country was endangered, as the absurdity of having one system in operation in London and a different system in operation in the provinces was recognized, and the only way to get out of the absurdity was to extend it to the whole of the country. The

proper course was to put an end to the system in London, and then it would never be heard of outside the metropolis.

Mr. WALTER BEARD (London) said that, for the purpose of discussion, he would second the resolution.

The PRESIDENT: I think I had better at this point state generally the views and the position of the Council. I am not going to discuss what Mr. Rubinstein has said of the Council. What I am going to say depends upon quite other considerations. I may say that we cannot agree with everything he has said on the matter, or about ourselves, and we do not think, as he apparently does, that this profession, even if they were united, which we know they are not, would be strong enough to compel the present Ministry to do something they do not like to do. But I may say that the Council, and particularly, I may say, I myself, are, and have been for some time, in communication with the Lord Chancellor, and that his Lordship is considering the suggestions made by the Council for the amendment and simplification of the law of real property which, in the opinion of the Council—supported by the Provincial Law Societies—is the question of primary importance at the present time. I cannot say more about what has taken place at present than that I must ask the meeting to take it from me that these negotiations are going on at the present moment. Under these circumstances, without expressing any opinion for the moment one way or the other about what Mr. Rubinstein has urged, the Council are emphatically of opinion that this is not the time and that it would not serve any useful purpose at this moment to pass the resolution. We feel that this is not the right time—a time may come later on—to discuss the matter, and, therefore, on behalf of the Council, I have to move the previous question.

Mr. C. L. SAMSON (London, Vice-President) seconded the motion. Mr. RUBINSTEIN said he was rather taken by surprise at the action of the Council on this matter. It was another attempt to avoid a discussion. He would suggest that the motions should be adjourned to the next general meeting of the Society, so as to give the negotiations time to come to a head. He must say that, personally, solicitors were not good negotiators. They were very skilful in managing the affairs of their clients, but when it came to managing their own affairs as a body they were, it might be, somewhat unbusinesslike. But he did not wish to prolong the discussion. He would like to move that the consideration of his resolutions should stand over to the next general meeting.

The PRESIDENT: I have no objection.

Law Students' Societies.

THE UNION SOCIETY OF LONDON.

The twelfth meeting of the session 1911-12 was held at 3, King's Bench Walk, Temple, on 31st of January, 1912, at 8 p.m., the President being in the chair. The subject for debate was:—"That the adoption of Lord Roberts' proposal for compulsory military service is necessitated by the conspicuous failure of the Territorial system." Proposed by Mr. F. H. Bellamy, opposed by Mr. Aubrey V. Davies. Other speakers were:—Mr. M. Money, Mr. A. Safford, Mr. W. A. Bright, Mr. M. P. Fitzgerald, Mr. G. F. Stringer, Mr. J. H. Cole, Mr. J. S. Rae, Mr. A. A. Eustace, Mr. J. G. Baker, Mr. C. A. Geen, Mr. Q. I. de Montagnan. The motion was declared carried by one vote.

Law Students' Journal.

Law Students Union of England and Wales.

EXAMINATION DINNER.

This dinner was held on Friday, the 19th of January, 1912, at the Holborn Restaurant. The chair was occupied by Mr. Edward Jenks. An excellent concert followed, contributed to by the following members:—Messrs. F. S. Boxall, R. T. Davies, D. Davis, V. Fletcher, W. S. Jones, C. F. King, R. F. Mattingly, A. Powys, and Woolwrych.

Obituary.

The death occurred on the 25th ult., in Edinburgh, of Mr. John Alexander Reid, sheriff of the counties of Ross, Cromarty, and Sutherland since 1907. Mr. Reid was the son of the late Mr. John Reid, a merchant in Glasgow, who married a daughter of Mr. Alexander Paton, of Pitmenzie, Fifeshire. He was educated at Glasgow Academy and at the Universities of Glasgow, of which he was an M.A., and Edinburgh. Admitted to the Scottish Bar in 1866, he became Advocate-Depute in 1885, and served in the same office under the next two Liberal Administrations, and was made a K.C. in 1906. Mr. Reid from time to time held other offices outside his immediate professional connection. He was a Commissioner of Northern Lights, a Commissioner in Lunacy for Scotland, Chancellor of the Diocese of Edinburgh, and chairman of the Consultative Council on Church Legislation in the Episcopal Church of Scotland. In his private capacity he was a director of the Scottish Metropolitan Life Assurance Company and of the Reversionary Association (Limited). He married, in 1887, a daughter of Mr. James Lonsdale, of The Pavilion, Armagh.

Legal News.

Dissolutions.

WILLIAM LEWIN, HUBERT WILLIAM MILLER, CHARLES EUSTACE WOOLSTON, and SIDNEY HERBERT SPENCER COOK, solicitors (Burnham, Son, & Lewin), Wellingborough, Northamptonshire, Dec. 31. So far as regards the said William Lewin and Hubert William Miller; the said Charles Eustace Woolston and Sidney Herbert Spencer Cook will continue the said business, under the same style as heretofore.

HERBERT VIZARD, ERNEST FITZJOHN OLDHAM, ARTHUR TREVOR TATHAM, GEORGE BERTRAM CROWDER, and SAMUEL ERNEST CASH, solicitors (Crowders, Vizard, Oldham, & Co.), 51, Lincoln's Inn-fields, W.C., and 9, Great George-street, Westminster. Dec. 31. The said Arthur Trevor Tatham retiring from the firm; the said Herbert Vizard, Ernest Fitzjohn Oldham, George Bertram Crowder, and Samuel Ernest Cash will continue to carry on business at 51, Lincoln's Inn-fields and 9, Great George-street aforesaid, under the style of Crowders, Vizard, Oldham, & Co. [Gazette, Jan. 26.]

Information Required.

SIR JOHN MURRAY SCOTT, Baronet, deceased.—Any person who witnessed the signature of the deceased to any will, codicil, or other testamentary disposition subsequent to December, 1907, or who has the custody or care of any such document, is kindly requested at once to communicate with Messrs. Capron and Co., of Savile-place, Conduit-street, London, W., solicitors.

General.

Mr. Percy F. Wheeler, of Lincoln's-inn, who has recently undergone an operation for appendicitis at 6, Kensington-court, is making favourable progress.

Judge Scully, County Court judge for Sussex since 1903, sat for the last time at Brighton on the 26th ult. before leaving for Berkshire. Regret at his leaving was expressed by Mr. Rowland Harker on behalf of the bar, Mr. R. B. Pope, president of the Sussex Law Society, and Mr. Jennings, registrar.

The following candidates have been nominated for election to fill the twenty-four vacancies upon the general council of the bar. The election will take place during the week ending Saturday, the 10th of February:—Mr. P. O. Lawrence, K.C., Mr. W. English Harrison, K.C., Mr. J. Scott Fox, K.C., Mr. N. Micklem, K.C., Mr. Montague Shearman, K.C., Mr. George Cave, K.C., M.P., Mr. R. B. D. Acland, K.C., Mr. A. M. Langdon, K.C., Mr. A. F. Peterson, K.C., Mr. George Elliott, K.C., Mr. F. A. Greer, K.C., Mr. George Borthwick, Mr. Arthur H. Poyser, Mr. James W. Greig, C.B., M.P., Mr. Ashworth James, Mr. H. W. Disney, Mr. Joseph Sharpe, Mr. C. F. Lowenthal, Mr. F. Newbolt, Mr. J. A. Hawke, Mr. Owen Thompson, the Hon. M. M. Macnaghten, Mr. E. Percival Clarke, Mr. J. B. Matthews, Mr. W. D. Mathias, Mr. Holford Knight, Mr. Gilbert Hurst, Mr. T. Cuthbertson, Mr. L. H. Barnes, and Mr. Henry Maddocks.

There is a growing conviction, says the *Daily Telegraph*, that the next vacancy in the judicial bench will not be filled. The Treasury, ever an economical body, is said to be making a gallant effort to cut down the modest remuneration of the King's Remembrancer, an opportunity being afforded by the resignation of Sir James Mellor and the appointment of Sir John Macdonell. If the paying out of £300 a year causes such suffering to the authorities, the agony of finding £5,000 a year must be intense. A belief that his place will not be filled may well be one of the reasons for the postponement of his resignation by Mr. Justice Lawrance. The reduction of the staff of King's Bench judges will not necessarily result in

immediate disaster; but after a few months the same difficulties that were encountered two years ago will inevitably arise. Arrears will accumulate; Commissions of Assize will have to be appointed; and the additional courts will wonder why they have been erected.

At the Leicester Quarter Sessions on the 26th ult., the Recorder, Mr. M. C. Buszard, K.C., commenting on recent legislation having for its object the reform of criminals, said the danger they had to guard against was that of making prison life too attractive. It would be a great misfortune if in the effort to reform criminals the places of confinement were made so inviting as to prove places of refuge preferable to the workhouse. He was glad, and he thought the country was to be congratulated on the fact, that the Home Secretaryship had now passed into the hands of a lawyer. He regarded it as a danger to society when the person placed in such an office was a mere faddist with peculiar notions of his own which he insisted upon airing, with the result that they had such incidents as that of the Dartmoor shepherd. The present Home Secretary possessed a considerable acquaintance with the law, and would certainly administer the office on clear and sober lines, unswayed by cranky notions or amateur ideas that were not warranted by practical experience.

Speaking as chairman of the Union of London and Smiths Bank meeting recently, Sir Felix Schuster passed in review the various influences at present affecting the financial and commercial situation. As regards the depreciation in Consols, he expressed the opinion that nothing of an artificial nature could really raise the price, but he advocated the restoration of the Sinking Fund to an efficient and permanent basis, not to be tampered with as the exigencies of Chancellors of the Exchequer required. A constant stream of sales, he declared, was caused by the death duties. It was, he thought, hardly sufficiently appreciated how seriously these particular duties affected the investment market. In our whole system of taxation, he believed, it was the one tax that might be described as economically unsound. It was destructive of capital, and although at first the effect of the imposition of such a tax could not make itself felt to the full extent, yet before many years were over its yield must be a decreasing quantity, for what was really absorption of capital was treated as revenue.

Mr. Justice Lawrance, says the *Globe*, who will complete on the 25th of February his twenty-second year of judicial service, is affectionately known to the bar as "Long Lawrance." He enjoys the distinction not only of being the tallest man on the bench, but also of being its only occupant to whom Lord Brampton gave a commendatory word in his "Reminiscences." Referring to an incident on the Midland Circuit, when Mr. Justice Lawrance was his colleague, he remarks that "a pleasant there could not be." This is the incident Lord Brampton refers to. "I was rather late in court that morning, perhaps half an hour, and Lawrance said to me at lunch, 'There's a serious complaint against you.' I asked what it was. 'Well,' said he, 'the High Sheriff made a remark about it being a great pity that you were always late, and he begged me to say it was a matter of importance in the performance of his duties to be punctual.' 'What did you say to him? It was a little impertinent to give orders to the judge.' 'I said, Before you accuse him of unpunctuality, wait till four o'clock, and you'll see how punctual he is.'"

The possibility of the removal of the Surrey County Assizes from Guildford has for some time past given rise to much discussion locally. The assizes are held in the County and Borough Halls, which are the property of a company, and complaints have been made of the accommodation of the court from time to time by the visiting judges, whilst the Prison Commissioners have expressed dissatisfaction at the cell accommodation. The Guildford Corporation have been urged to acquire the County and Borough Halls and make proper provision for the assize court, but when the property was recently offered to them they declined it, principally on the ground of the expense that would be incurred in adapting the buildings to modern requirements. Since the last assizes, when the judge made complaint of the acoustic properties of the hall, the question has been under the consideration of the Standing Joint Committee of the county, who have not yet presented their report. The suggestion has been

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 650 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation. Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

The Corporation has extended its operations, and, in addition to Licenses Insurance, now covers risks in connection with:—Fire, Consequential Loss, Burglary, Workmen's Compensation, Fidelity Guarantee, Third Party, etc., under a perfected Pooling system of Insurance.

APPLY FOR PROSPECTUS.

Circuits of the Judges.

The following Judges will remain in town: LAWRENCE, J., PHILLIMORE, J., SCRUTTON, J., and AVORY, J., during the whole of the Circuits; the other Judges till their respective Commission Days.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

| WINTER ASSIZES, 1912. | Commission Days. | N. EASTERN. | MIDLAND. | OXFORD. | WESTERN. | S. EASTERN. | NORTHERN. | N. WALES. | E. WALES. |
|-----------------------|-------------------|---------------------------------|---|-------------------------------|----------------------------------|----------------------------|-------------------------------|--------------------|---------------|
| Thursday, Jan. 11 | Thursday, Jan. 11 | L.C.J. of England and Wales, J. | Hamilton, J. (2) Mr. Commissioner, K.C. (1) | Horridge, J. (1) Lush, J. (2) | Darling, J. (1) Bucknill, J. (2) | Channell, J. (1) T. T. (2) | Bray, J. (2) Pickford, J. (1) | Lord Coleridge, J. | Banke, J. |
| Monday " 12 | Monday " 12 | | Aylesbury | Basing | Devizes | Hemel Hempstead | | Welshpool | Haverfordwest |
| Tuesday " 13 | Tuesday " 13 | | Bedford | Oxford | Dorchester | Tours, Jan. 17 | | Dolgelly | Lampeter |
| Wednesday " 14 | Wednesday " 14 | | Northampton | Worcester | Taunton | Truro, Jan. 23 | | Carmarvon | Carmarthen |
| Thursday " 15 | Thursday " 15 | | Leicester | Gloucester | Bolton | Norwich, Jan. 30 | | Basarwa | Brecon |
| Friday " 16 | Friday " 16 | | Luton | Monmouth | Exeter | Chelmsford | | Ruthin | |
| Saturday " 17 | Saturday " 17 | | Derby | Hereford | Winchester | Hartford | | Mold | Presstyn |
| Sunday " 18 | Sunday " 18 | | Nottingham | Stafford | Bristol | Maidstone | | | |
| Monday " 19 | Monday " 19 | | Newcastle | | | London, Feb. 10 | | | |
| Tuesday " 20 | Tuesday " 20 | | Durham | | | London, Feb. 10 | | | |
| Wednesday " 21 | Wednesday " 21 | | York | | | London, Feb. 10 | | | |
| Thursday " 22 | Thursday " 22 | | London | | | London, Feb. 10 | | | |
| Friday " 23 | Friday " 23 | | London | | | London, Feb. 10 | | | |
| Saturday " 24 | Saturday " 24 | | London | | | London, Feb. 10 | | | |
| Sunday " 25 | Sunday " 25 | | London | | | London, Feb. 10 | | | |
| Monday " 26 | Monday " 26 | | London | | | London, Feb. 10 | | | |
| Tuesday " 27 | Tuesday " 27 | | London | | | London, Feb. 10 | | | |
| Wednesday " 28 | Wednesday " 28 | | London | | | London, Feb. 10 | | | |
| Thursday " 29 | Thursday " 29 | | London | | | London, Feb. 10 | | | |
| Friday " 30 | Friday " 30 | | London | | | London, Feb. 10 | | | |
| Saturday " 31 | Saturday " 31 | | London | | | London, Feb. 10 | | | |
| Sunday " 1 | Sunday " 1 | | London | | | London, Feb. 10 | | | |
| Monday " 2 | Monday " 2 | | London | | | London, Feb. 10 | | | |
| Tuesday " 3 | Tuesday " 3 | | London | | | London, Feb. 10 | | | |
| Wednesday " 4 | Wednesday " 4 | | London | | | London, Feb. 10 | | | |
| Thursday " 5 | Thursday " 5 | | London | | | London, Feb. 10 | | | |
| Friday " 6 | Friday " 6 | | London | | | London, Feb. 10 | | | |
| Saturday " 7 | Saturday " 7 | | London | | | London, Feb. 10 | | | |
| Sunday " 8 | Sunday " 8 | | London | | | London, Feb. 10 | | | |
| Monday " 9 | Monday " 9 | | London | | | London, Feb. 10 | | | |
| Tuesday " 10 | Tuesday " 10 | | London | | | London, Feb. 10 | | | |
| Wednesday " 11 | Wednesday " 11 | | London | | | London, Feb. 10 | | | |
| Thursday " 12 | Thursday " 12 | | London | | | London, Feb. 10 | | | |
| Friday " 13 | Friday " 13 | | London | | | London, Feb. 10 | | | |
| Saturday " 14 | Saturday " 14 | | London | | | London, Feb. 10 | | | |
| Sunday " 15 | Sunday " 15 | | London | | | London, Feb. 10 | | | |
| Monday " 16 | Monday " 16 | | London | | | London, Feb. 10 | | | |
| Tuesday " 17 | Tuesday " 17 | | London | | | London, Feb. 10 | | | |
| Wednesday " 18 | Wednesday " 18 | | London | | | London, Feb. 10 | | | |
| Thursday " 19 | Thursday " 19 | | London | | | London, Feb. 10 | | | |
| Friday " 20 | Friday " 20 | | London | | | London, Feb. 10 | | | |
| Saturday " 21 | Saturday " 21 | | London | | | London, Feb. 10 | | | |
| Sunday " 22 | Sunday " 22 | | London | | | London, Feb. 10 | | | |
| Monday " 23 | Monday " 23 | | London | | | London, Feb. 10 | | | |
| Tuesday " 24 | Tuesday " 24 | | London | | | London, Feb. 10 | | | |
| Wednesday " 25 | Wednesday " 25 | | London | | | London, Feb. 10 | | | |
| Thursday " 26 | Thursday " 26 | | London | | | London, Feb. 10 | | | |
| Friday " 27 | Friday " 27 | | London | | | London, Feb. 10 | | | |
| Saturday " 28 | Saturday " 28 | | London | | | London, Feb. 10 | | | |
| Sunday " 29 | Sunday " 29 | | London | | | London, Feb. 10 | | | |
| Monday " 30 | Monday " 30 | | London | | | London, Feb. 10 | | | |
| Tuesday " 31 | Tuesday " 31 | | London | | | London, Feb. 10 | | | |

Winding-up Notices.

London Gazette.—FRIDAY, Jan. 20.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.
A. RUDBERG & Co, LTD.—Petn for winding up, presented Jan 13, directed to be heard Feb 6. Wetherfield & Co, 1, Gresham bldgs, Guildhall, solrs for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 5.

ANGLO-DUTCH INSURANCE AND INVESTMENT CORPORATION, LTD.—Creditors are required, on or before Feb 25, to send their names and addresses, and particulars of their debts or claims, to William Fortuyn Droog-Lever & John Milson Ellworthy, 46, Cannon st, joint liquidators.

BIOPIRES, LTD.—Petn for winding up, presented Jan 23, directed to be heard Feb 6. Henderson, 119-125, Finsbury pvt, solr for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 5.

BROWN, DOBSON & Co, LTD.—Creditors are required, on or before Feb 23, to send their names and addresses, and particulars of their debts or claims, to Edward Thomas Brown, 35, Clifton hill, 84 John's Wood. Holden & Holden, Bolton, solrs for the liquidator.

COLLINS & Co (BLACKPOOL), LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 23, to send their names and addresses, and particulars of their debts or claims, to John B. Boyd, 9, St James' sq, Manchester. Addleshaw, Sons & Co, Manchester, solrs for the liquidator.

CONSOLIDATED OILFIELDS OF CALIFORNIA, LTD.—Petn for winding up, presented Jan 22, directed to be heard Feb 6. Matthew J. Jarvis, Finsbury sq, solr for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 5.

G. W. COOMBS, LTD.—Petn for winding up, presented Jan 13, directed to be heard at the Guildhall, Canterbury, Feb 6 at 11. Cooper & Buke, 6 and 17, Portman st, Portman sq, solrs for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 5.

LONDON EVENING NEWSPAPER CO, LTD.—Petn for winding up, presented Jan. 17, directed to be heard Feb 6. Arthur S. Cardow, Leamox ho, Norfolk st, solr for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 5.

NEW VESSEL, LTD.—Creditors are required on or before Feb 23, to send in their names and addresses, and particulars of their debts or claims, to Allan R. Barham, 27-31, Earl st, Finsbury, liquidator.

NEW WHEAL ELIZA CONSOLS, LTD. (IN LIQUIDATION)—Creditors are required, on or before Mar 20, to send in their names and addresses, and particulars of their debts or claims, to T. G. Haward, 39, Lombard st, liquidator.

PACATA RUBBER AND PRODUCE CO, LTD.—Petn for winding up, presented Jan 19, directed to be heard Feb 6. Torr & Co, 33, Bedford row, solrs for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 5.

PREMIER MEDICAL AID ASSOCIATION, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 23, to send their names and addresses, and particulars of their debts or claims, to John Henry Kee, 16, Adelaide bldgs, London Bridge, liquidator.

S. STRONG AND Co, LTD.—Petn for winding up, presented Jan 23, directed to be heard Feb 6. Jaques & Co, 8, Ely pt, Holborn, agents for Godfrey & Co, Halifax, solrs for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 5.

TALANA COLLIERIES, LTD. (RHODESIA)—Petn for winding up presented Jan 11, directed to be heard Feb 6. Ince & Co, St Benet chmbrs, Fenchurch st, solrs for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 5.

W. H. JOHNSON & Co, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 10, to send in their names and addresses, and particulars of their debts or claims, to Sam Taylor Gill, Harshad chmbrs, Sheffield, liquidator.

WHITE, MILLER & Co, LTD.—Petn for winding up, presented Jan 19, directed to be heard Feb 6. Flux & Co, 114, Leadenhall st, agents for Cotterell, Walsall, solrs for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 5.

London Gazette.—TUESDAY, Jan 30.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BERNASCONI'S EXPERT BAZAAR FITTING CO, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 1, to send their names and addresses and the particulars of their debts or claims, to W. C. Northcott, 6, Lord st, Liverpool liquidator.

ESME COLLINGS (HOVE), 1910, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required on or before Feb 3, to send in their names and addresses, and particulars of their debts or claims to Roy M. Pembroke, 48, Cophall av, liquidator.

KRUMHOLD MILL CO, LTD.—Creditors are required, on or before Feb 14, to send their names and addresses, and particulars of their debts or claims to George Henry Walker, 37, Southgate, Halifax, liquidator.

LIDDEY COLLIERIES CO, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 17, to send their names and addresses, and particulars of their debts or claims, to Wilfred Harold Copley, 22, Moorgate st, Rotherham. Hewitt, Barnsley, solr for the liquidator.

RUGBY SCHOOL ELECTRIC LIGHTING CO, LTD.—Creditors are required, on or before Feb 7 to send in their names and addresses, with particulars of their debts or claims, to Arthur Edward Donkin, Rugby, liquidator.

WINOX, LTD. (IN LIQUIDATION)—Creditors are required, on or before Feb 23, to send their names and addresses, and particulars of their debts or claims, to Louis Campbell Johnston, 65, London Wall, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Jan. 20.

NORTHERN SYNDICATE, LTD.

NORMAN BOX CO, LTD.

HEYWOOD WEST END WORKING MEN'S CLUB CO, LTD.

SUDRIA ROAD TEA CO, LTD.

NEW WHEAL ELIZA CONSOLS, LTD. (IN LIQUIDATION)

NEW VESSEL, LTD.

FOARD SHIPPING CO, LTD.

J. B. JENKINS & Co, LTD.

BURTON RINK CO, LTD.

WATSON, WOODHEAD AND WAGSTAFFE, LTD. (Amalgamation).

PREMIER MEDICAL AID ASSOCIATION, LTD.

ARNOLD KATER & Co, LTD.

L. R. G. SYNDICATE, LTD.

KINBALLS, LTD.

BARON'S CEMENT CO, LTD.

G. H. HOWELL & Co, LTD.

London Gazette.—TUESDAY, Jan. 30.

PORT ARGENTINE HARBOUR & RAILWAY CO, LTD.

RAPID PRINTING CO (RICHMOND) LTD.

NORTH WALES MARITIME WORKS LTD.

SANDHILL SHIPPING CO, LTD.

PARAGON MUSIC HALL, LTD.

BERNASCONI'S EXPERT BAZAAR FITTING CO, LTD.

BLITAR RUBBER SYNDICATE, LTD.

POPULAR CARD CO, LTD.

VAUGHAN ENGINEERING INSTALLATIONS, LTD.

NEWPORT DAIRY CO, LTD.

ESME COLLINGS (HOVE) 1910, LTD.

UP-TO-DATE PICTURE PALACES, LTD.

"GORSSE" STEAMSHIP CO, LTD.

"LLOYD" COPPER CO, LTD.

INNESMOOR STEAMSHIP CO, LTD.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 20.

ALBISTON, MARY, Heaton Mersey, Lancaster Mar 14 Earle & Co, Manchester

ANGUS, JOHN GEORGE, Leytonstone, Essex Feb 26 Twyford, Moorgate st

BARTLETT, EDITH ADA ELIZA, Richmond, Surrey Mar 9 Skewes-Cox & Co, Richmond

BOWER, JOHN GEORGE, Leicester Feb 23 Oliver, Leicester

CARVER, THOMAS, Birkdale Feb 26 Collier & Co, Manchester

- CLARK, EDWARD GEORGE, Woodditton, Cambridge, AMInstCE Feb 14 Ennon & Ennon, Newmarket
- COOMES, MARGARET EUNICE Brentford Feb 25 Woodbridge & Sons, Sergeant's Inn
- CROKER, Colonel RICHARD FRANKSON, Yarmouth, I of W Mar 15 Stevens & Drayton, Queen Victoria st
- DANIELS, ROBERT ERNEST, Hemaby, Norfolk, Farmer Feb 10 Ferrier & Ferrier, Great Yarmouth
- EWBANK, FRANCIS, Quoad Anne st, Cavendish sq Feb 28 Bowman & Hayward, Arundel st
- FLYCHER, THOMAS, Hyde, Chester Feb 15 Slater, Hyde
- FOSTER, MARY, Chilton pl, Hyde Park Mar 9 Simpson & Bowen, New Broad st
- FRANKMAN, WILLIAM, Holbach, Farmer Feb 14 Calthrop & Harvey, Holbach
- FRIEDLANDER, OTTO MAX RICHARD, Manchester, Butter Merchant Mar 6 Addleshaw & Co, Manchester
- GALE, JOHN, Southbourne on Sea, Hants Mar 25 Hargraue & Barrett, John st, Bedford row
- GILES, LOUISA, Belgate Feb 14 Smith, Belgate
- GOODLIFE, GEORGINA, Edgware rd Feb 15 Danger, Seymour pl, Bryanston sq
- GREEN, Rev NOAH, Hollingworth, Chester Feb 29 Slater, H94
- GRIFFIN, JOSEPH CHARLES, East Molesey, Surrey Feb 26 Sherwood & Co, Kingston on Thames
- HALL, JULIE, Brighton Mar 1 Radford & Frankland, Chancery ln
- HERBERT, CHARLES EDWARD, Hkley, Yorks Mar 1 Scott & Co, Bradford
- HUGHES, EDITH MARY, Sevenoaks Mar 1 Gray & Dodsworth, York
- HUMPHREYS, WALTER, Brooklyn, King's County, New York, USA Mar 1 Buller & Cross, Birmingham
- INCHLEY, SARA DELICIELLA, Middleham, Yorks Mar 31 Maughan, Middleham
- JEVES, ERNEST CHARLES, Powsay, Wilts Feb 24 Dixon & Mason, Powsay
- JONES, THOMAS JAMES, Cardiff Feb 29 Caxon, Cardiff
- KATELEY, ELIZABETH ANN, Danbury, Essex April 30 Kerly & Co, Austin Friars
- LING, ELIZABETH, Holt, Norfolk Feb 26 Goodchild, Norwich
- LITTLE, MARY ANN, Newport, Mon Mar 1 Lewis, Newport, Mon
- MIDDLETON, LEONARD MIDDLETON, Albert Bridge rd, Battersea, Insurance Broker Mar 1 Hammond & Benington, New Broad st
- MOORE, SARAH ANN TILLES, Lymington, Hants Mar 9 Sharp & Symonds, Bournemouth
- OAKLEY, EDWIN, Gloucester Feb 19 Franklin & Jones, Gloucester
- PALMER, THOMAS EAST STONEHOUSE, Devon Feb 5 Rodd, East Stonehouse
- PEPPER, SARAH, Hertford rd, Lower Edmonton Mar 1 Wood & Sons, Eastcheap
- PERCY, REUBEN, Greenside rd, Shepherd's Bush, Contractor Feb 23 Murshel & Co, King st, Hammersmith
- POUNDER, THOMAS, Hartlepool, Shipwright Mar 9 Bulk, West Hartlepool
- RHODES, JOHN, Chipping, Lancaster Mar 1 Clarke & Son, Preston
- SHARMA, ELIZABETH HOLLAND, Leighton Buzzard Mar 25 Staniland & Son, Boston, Lincoln
- SHARP, JOSEPH, Lincoln Feb 24 Hobb & Sills, Lincoln
- SMITH, ADAM, Redhill, Surrey Feb 29 Greco & Patten, Redhill
- SMITH, EDWIN, Grosvener sq Feb 21 Witham & Co, Gray's Inn sq
- STANDEN, MARY JANE, Morsham mans, Malda Vale Mar 1 Emanuel, Pembroke gdns
- SUTCLIFF, HARRIET HELAN, Bessborough gdns Mar 5 Fladgate & Co, Craig's court, Charing Cross
- WEBBERLEY, JOHN LEWIS, Stafford, Builders' Merchant Feb 29 Marshall & Co, Stoke upon Trent
- WELBY, SARAH, Westbury on Trim, Bristol Mar 1 Thompson, Bristol
- WILKS, JOHN JACKSON, Bromley, Kent, Barrister April 1 Hughes & Sons, John st, Bedford row
- London Gazette.—TUESDAY, Jan 30.
- ABRAHAM, EMMA PENROSE, Talbot rd, Faddington Mar 1 Hilbery & Son, South sq, Gray's Inn
- ADDERLEY, THOMAS, Liverpool Mar 2 Adderley, Longton
- AITKENS, Rev ALBERT, Boscombe, Bournemouth Mar 12 Drutt, Bournemouth
- BARKER, SARAH, Trefriw, Carnarvon Feb 14 Jones, Llanrwst
- BAXTER, ANNE MARGARET, Cheltenham Mar 1 Gordon & Marley, Broad Street
- BENTLEY, MICHAEL JOHN, Sheffield, Chemist Mar 3 Fernell & Son, Sheffield
- BIRCHALL, LOUISA ANN, Southborough, Kent Mar 1 Johnstone & Wiley, Duke st, St James'
- BROWN, MARGARET, Kirkwhelpington, Northumberland Feb 28 Aitchison & Syma, Newcastle upon Tyne
- BROWN, ROBERT, Kirkwhelpington, Northumberland Feb 28 Aitchison & Syma, Newcastle upon Tyne
- BURTON, EVERILDA MARGARET, Eastbourne Mar 8 Peels & Co, Shrewsbury
- BURTON, Rev ROBERT LINGEN, Sutton Coldfield Mar 8 Peels & Co, Shrewsbury
- CHANDLER, FANNY, Edgbaston, Birmingham Feb 29 Cottrell & Son, Birmingham
- CULVER, SUSANNAH, Halstead, Essex Feb 15 Surridge & Smith, Halstead, Essex
- DUDER, Mrs. CONSTANCE, Carlton hill, Marylebone Mar 31 Lyne & Holman, Great Winchester st
- EVERETT, ARTHUR JOHN, Dias, Norfolk Mar 1 Goodchild, Norwich
- GILL, LOVETT, Sevenoaks Mar 1 Lee & Co, Birmingham
- GLAVILL, THOMAS, Richmond Hill, Jamaica Feb 18 Geare & Mathew, Exeter
- GOLDING, EMILY FELIZA, Cheltenham Mar 15 Meade-King & Co, Bristol
- GREEN, JOHN, St Helena, Lancs, Draper Mar 9 Wall & Son, Wigan
- GREEN, WILLIAM, Leeds, Grocer Mar 1 Harland, Leeds
- GREENE, HENRY CAMPBELL, Llancaunton, Cornwall, Mining Engineer Feb 29 Brook, Dacre House, Arundel st
- HOLLAND, ALFRED, Farncombe, nr Godalming, Oil Merchant Mar 1 Albery & Lucas, Midhurst
- HOTT, ANNIE ELIZABETH, Shrewsbury Mar 8 Peels & Co, Shrewsbury
- HUGHES, GEORGINA MARIAN, Bournemouth Mar 9 Cure & Ball, Clement's Inn
- HUGHES, EILEEN ANN, Malvern, Worcester Feb 23 Rogers, Malvern
- ISSOTT, SARAH, Haggerston Mar 1 Harland, Leeds
- KEARNS, GEORGE, Hatton pl, Edgware rd Feb 29 Shuen & Co, Bedford row
- KIRCHLEY, WILLIAM GEORGE MACGREGOR, Huddersfield, Woollen Manufacturer Feb 29 Owen & Bailey, Huddersfield
- KENWORTHY, EDWARD LEES, Manchester Mar 1 Brett & Co, Manchester
- LAWSON, ISAAC, Goldsmith st Mar 1 Hilbery & Son, South sq, Gray's Inn
- LICHTENSTEAD, AUGUST, Grosvenor st Mar 4 Preston, Coleman st
- LOYD, HOMER, Llanidwr, Montgomery Feb 29 Roberts, Llan'ylin
- LONG, JULIA, Queen's rd, Battersea Feb 29 Hilt, Parley
- LUCAS, WILLIAM, Blackburn, Coal Dealer Feb 24 Cook & Co, Blackburn
- MACDONALD, MARGARET ETHEL, Lincoln's Inn fields Mar 1 Hilbery & Son South sq
- MACKINNON, DUNCAN CHARLES, Eastbourne Mar 1 Glover, St Mary Axe
- MEUBLING, GUSTAVE, Cap d'Alpes Maritimes, France Feb 18 Stubbart & Co, London-hall st
- MILNES, WILLIAM NORTON, Hkley, York Mar 1 Harland, Leeds
- MORAY, THOMAS SOMERS, Manchester Mar 23 Sale & Co, Manchester
- PAGE, LOUISA CHOW, Great Yarmouth Mar 9 Diver & Preston, Great Yarmouth
- PAGE, SHERWOOD WILLIAM, Oby, Norfolk, Farmer Mar 9 Diver & Preston, Great Yarmouth
- PALMER, ELIZABETH, Wotton Without, Gloucester Mar 1 Langley Smith & Son, Gloucester
- POOLE, EDWARD JOHN, Sussex gdns, Hyde Park Mar 3 Paxon, Norfolk st
- SHICKLE, JAMES, North Tuddenham, Norfolk, Farmer Mar 1 Cooper & Co, Dereham
- SKET, HENRY, Brighton Mar 1 Tibbitts, Brighton
- SMITH, HENRY JOE, Lowestoft, Parbroct, Northwith Reeve & Mayhew, Lowestoft
- SPEARS, JAMES, Bradford on Avon, Wilts, Solicitor Feb 28 Bevil & Sons, Wootton Bassett
- TWIGG, ANN, Chesterfield, Derby Feb 29 Ward & Co, Chesterfield
- WALPOLE, JOHN A-HON HENSHAW, Ruyton Towers, nr Shrewsbury, Salop Mar 8 Peels & Co, Shrewsbury
- WALFORD, JOHN HENSHAW NICKSON, Ruyton, Salop Mar 8 Peels & Co, Shrewsbury
- WEATHERALL, HARRY, Middlesbrough, Marine Engineer Feb 27 Dawes, Middlesbrough

Bankruptcy Notices.

London Gazette.—FRIDAY, Jan. 26.

RECEIVING ORDERS.

- ASPINALL, JOSEPH, Bucknall, Hanley, Colliery Owner
Hanley Feb 26 Aug 5 Ord Jan 21
- BACKETT, JOSEPH JAMES, Philip In Kingston, Surrey
Pet Dec 21 Ord Jan 23
- BENTLEY, JOHN THOMAS, Kingston upon Hull, Fruit Dealer
Kingston upon Hull Pet Jan 25 Ord Jan 21
- BERRIDGE, GEORGE WIS, Kingston upon Hull, Joiner and
Builder Kingston upon Hull Pet Jan 24 Ord Jan 24
- BROOKES, WILLIAM, Nottingham, Bookmaker's Clerk
Nottingham Pet Jan 22 Ord Jan 22
- CLEAVER, GEORGE HALL, Tactley, Oxford, Blacksmith
Oxford Pet Jan 24 Ord Jan 24
- COOK, GEORGE, Tattenhall, Chester, Dairyman Liverpool
Pet Jan 23 Ord Jan 23
- CURRICK, Lieut G F, Gloucester ter, South Kensington
High Court Pet Dec 12 Ord Jan 23
- COFFY, PASCY DANKARD, Liscard, Chester, Hosiery Birken-
head Pet Jan 20 Ord Jan 23
- DEBARRE, JOHN, Nettlebed, Henley on Thames Wand-
sworth Pet Jan 23 Ord Jan 23
- EVANS, EVAN, Merthyr Tydfil, Mason's Foreman Merthyr
Tydfil Pet Jan 23 Ord Jan 23
- FRANK, PASCY, Haggerston, Grocer York Pet Jan 22
Ord Jan 22
- FRANKTON, SAMUEL, Bungay, Suffolk, Corn Chandler
Great Yarmouth Pet Jan 23 Ord Jan 23
- FURSELL, STUART HUBERT, Haded, Swansea, Confectioner
Swansea Pet Jan 22 Ord Jan 22
- GOUDIN, L O, Mitcham rd, West Croydon, Baker Croydon
Pet Jan 19 Ord Jan 23
- GRIFFIN, JOSEPH, Birkenhead, Licensed Victualler Birken-
head Pet Jan 20 Ord Jan 23
- GRIFFITHS, HUGH SHOTTON, Flint, Ship's Carpenter Chester
Pet Jan 23 Ord Jan 22
- HALLIDAY, WILLIAM, Walmgate, Yorks York Pet Jan 23
Ord Jan 23
- HEATH, HAIDER JESSIE, Silver st, Falcon sq, Licensed Vic-
tualier High Court Pet Jan 23 Ord Jan 22
- HENSLY, HENRY ARTHUR, Southsea, Hants, Motor
Engineer Pet Jan 23 Ord Jan 23
- HERRINGTON, SAMUEL, Stanley, nr Wakefield, Grocer
Wakefield Pet Jan 9 Ord Jan 22
- JOHNSON, SAMUEL JOHN, Great Yarmouth, Fishing Boat
Owner Great Yarmouth Pet Jan 23 Ord Jan 23
- KING, HENRY, HORACE KING, and MAYOR KING, Sheffield,
Rollers Sheffield Pet Jan 23 Ord Jan 23
- LAMBORNE, CHARLES, Wimbome, Dorset, Bootmaker
Poole Pet Jan 24 Ord Jan 24

- LEDERN, HARRY EDWIN, Portsmouth, Southampton, Builder
Southampton Pet Jan 24 Ord Jan 24
- LEVERIAN, CLAUDE BLACKBURN, Southbourne, Bourn-
mouth, Dental Surgeon Poole Pet Jan 22 Ord
Jan 22
- LEVY, ISAAC, Newbridge, Mon, Furniture Dealer New-
port, Mon Pet Jan 22 Ord Jan 23
- MAGNUS, DAVID GEORGE HENRY, Birmingham, Cast Iron
Welder Birmingham Pet Jan 23 Ord Jan 23
- MARCUS, MORRIS, Liverpool, Tailor Liverpool Pet Jan 22
Ord Jan 22
- MARLES, DAVID, Pecklington, Yorks, Fish Dealer York
Pet Jan 21 Ord Jan 22
- MARLEY, HENRY JOHN, High st, Axton, Baker Birming-
ham Pet Jan 23 Ord Jan 23
- MORRISON, JOHN, Golders Green rd, Hampstead, Chemist
High Court Pet Dec 18 Ord Jan 24
- MUSE, ALBERT HOWARD, Mark ln, Vinegar Merchant
High Court Pet Jan 24 Ord Jan 24
- NEWCOMB, CHAS. CLARET, St Helena pl, Solicitor
High Court Pet Dec 12 Ord Jan 24
- NICHOLSON, WILLIAM ALFRED, Wisbech Saint Mary, Cam-
bridge, Farmer King's Lynn Pet Jan 22 Ord Jan 22
- PAGET, JOHN OTHO, Thorp's Stables, Leicester Leicester
Pet Jan 24 Ord Jan 24
- PHILLIPS, HENRY RIVERS, Swansea High Court Pet Dec
23 Ord Jan 24
- RADCLIFFE, JESSE JAMES, Tonpenny, Glam, Fruiterer
Pontypridd Pet Jan 24 Ord Jan 24
- RATHBONE, GEORGE, Northwich, Cheshire, Stonemason
Northwich Pet Jan 22 Ord Jan 22
- RAY, JOHN ROBERT, Bury, Huntingdon Peterborough Pet
Jan 24 Ord Jan 24
- RIDLEY, HENRY, Penryn, Glam, Colliery Roadman
Pontypridd Pet Jan 22 Ord Jan 22
- ROBERTS, ARTHUR THOMAS, Shrewsbury, Licensed Vic-
tualier Shrewsbury Pet Jan 22 Ord Jan 22
- ROBERTS, CHARLES HENRY, Blaenau Ffestiniog, Merioneth
shire, Quarryman Portmadoc Pet Jan 23 Ord
Jan 23
- ROBERTS, RICHARD, Troedyrhiw, Glam, Colliery Ripper
Merthyr Tydfil Pet Jan 22 Ord Jan 22
- SEAGAR, ABRAHAM, Oxford st, Whitechapel, Manager to a
Clothing High Court Pet Jan 22 Ord Jan 22
- SPEKERS, JOHN GEORGE, Barnard Castle, Durham, Cycle
Dealer Stockton on Tees Pet Jan 22 Ord Jan 22
- SPOON, NATHAN, Delta st, Gossett st, Bethnal Green,
Cabinet Maker High Court Pet Jan 22 Ord Jan 22
- THOMAS, JOHN, Footrivi, Glam, Colliery Foreman, Merthyr
Tydfil Pet Jan 12 Ord Jan 24
- THOMPSON, HARRIET HUGH, Kingston upon Hull, Auctioneer
Kingston upon Hull Ord Jan 22 Ord Jan 23
- TILLING, LEONARD, EDWARD, Porth, Herts Decorator
Pontypridd Pet Jan 22 Ord Jan 23

FIRST MEETINGS.

- BAXENDALE, JOSEPH, Bolton, Grocer Feb 5 at 11 Off Rec,
19, Exchange st, Bolton
- BENTLEY, JOHN THOMAS, Kingston upon Hull, Fruit Dealer
Feb 6 at 11.30 Off Rec, York City Bank Chambers, Low-
gate, Hull
- BIRLEY, CHARLES, Balham High rd, Balham, Licensed
Victualier's Manager Feb 7 at 11.30 133, York rd,
Westminster Bridge rd
- COGAN, EDWARD THOMAS, St Nicholas, nr Cwbridge,
Glam, Farmer Feb 5 at 12.15 117, St Mary st, Car-
diff
- COUGHER, Lieut G F, Gloucester ter, South Kensington,
Feb 5 at 12 Bankruptcy bldg, Carey st
- COFFY, PASCY DANKARD, Liscard, Chester, Hosiery Feb 6
at 11 Off Rec, 33, Victoria st, Liverpool
- EVANS, EVAN, Dowlais, Merthyr Tydfil, Mason's Foreman,
Feb 9 at 12 Off Rec, County Court, Town Hall
Merthyr Tydfil
- FRANK, PASCY, Haggerston, Grocer Feb 5 at 2.30 Off Rec,
The Rd House, Dancowbe pl, York
- GRIFFITHS, HUGH SHOTTON, Flint, Ship's Carpenter Feb 3
at 12 Cripps Chambers, Chester
- HALLIDAY, WILLIAM, Yorks Feb 7 at 3 OJ Rec, The Red
House, Dancowbe pl, York
- HANCOCK, FREDERICK JAMES, Penarth, Engineer Feb Sat 3
117, St Mary st, Cardiff
- HEATH, HAIDER JESSIE, Silver st, Falcon sq Feb 6 at 11
Bankruptcy bldg, Carey st
- JOLLY, ALFRED, Carew, Suffolk, Butcher Feb 5 at 3 Bell
Hotel, Carew, Suffolk
- LAMBORNE, CHARLES, Wimbome, Dorset, Bootmaker
Feb 5 at 2 109, High st (drat floor), Poole
- LEDERN, HARRY EDWIN, Portsmouth, Southampton, Builder
Feb 3 at 11 Off Rec, Midland Bank Chambers, High st,
Southampton
- LEVERIAN, CLAUDE BLACKBURN, Southbourne, Bourn-
mouth, Dental Surgeon Feb 5 at 3.30 Arden's cham-
bers (first floor), Bournemouth
- LOWE, THOMAS ARTHUR, Melfort rd, Thornha Heath,
Hosier Feb 7 at 11 134, York rd, Westminster
Bridge rd
- LUCKHAM, JOHN HENRY, Stoke, Devonport, Cook & Meat
Sal-sman Feb 5 at 3.30 7, Backlead ter, Plymouth
- MARCUS, MORRIS, Liverpool, Tailor Feb 6 at 12 Off Rec,
36, Victoria st, Liverpool
- MARLES, DAVID, Frocclington, Yorks, Fish Dealer Feb 6
at 3.15 Off Rec, The Rd House, Dancowbe pl, Yorks
- MARSH, HENRY, Barrow in Furness, Cycle Repairer Feb 5
at 11.15 Off Rec, 16, Corwallis st, Barrow in Furness
- MILES, W H, Broad Street house Feb 6 at 12 Bankruptcy
bldg, Carey st
- MINNEY, THOMAS, Rushion, Leather Dealer Feb 3 at 12
Off Rec, The Parade, Northampton

LAW FIRE INSURANCE SOCIETY LTD.

No. 114, Chancery Lane,

London, W.C.



BONDS—The Directors desire to specially draw the attention of the Legal Profession to the fact that the Fidelity Guarantee Bonds of this Society are accepted by His Majesty's Government and in the High Court of Justice.

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MORRISON, JOHN, Golders Green rd, Hampstead, Chemist Feb 5 at 11 Bankruptcy bldg, Carey st
MUNRO, ALBERT EDWARD, Mark ln, Vinegar Merchant Feb 6 at 11.30 Bankruptcy bldg, Carey st
NEWSON SMITH, CECIL CLARET, St Helen's place, Solicitor Feb 6 at 1 Bankruptcy bldg, Carey st
NICHOLLS, ROBERT CHARLES, Great Yarmouth, Fishing Boat Owner Feb 5 at 2.45 Star Hotel, Great Yarmouth
NOON, FRANCIS JOHN, Carlton, Notts, Painter Feb 3 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
PHILLIPS, HENRY BYRNE, Swansea Feb 7 at 11.30 Bankruptcy bldg, Carey st
PINE, MICHAEL HALLITT, Colston Bassett Vicarage, Notts Feb 7 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
PRICE, DAVID HARRIES, Talloir, Carmarthen, Innkeeper Feb 13 at 11.30 Off Rec, 4, Queen st, Carmarthen
RIDLEY, HENRY, Penygraig, Glam, Colliery Roadman Feb 5 at 11.15 St Catherine's chmbrs, St Catherine's st, Pontypridd
ROBERTS, ARTHUR THOMAS, Shrewsbury Licensed Victualler Feb 10 at 12.45 Off Rec, 22, Swanhill, Shrewsbury
ROBERTS, RICHARD, Troedyrhiw, Glam, Colliery Ripper Feb 8 at 11.15 St Catherine's chmbrs, St Catherine's st, Pontypridd
SEAGAR, ABRAHAM, Gore rd, Victoria Park, Manager to a Clothier Feb 7 at 11 Bankruptcy bldg, Carey st
SOUTH, JAMES EDWARD, Little Hale Pen, Lincs, Farmer Feb 6 at 12.15 Off Rec, 4 and 6, West st, Boston
STAPLE, WILLIAM JOHN, Helston, Cornwall, Builder Feb 9 at 4 Off Rec, 12, Princes st, Truro
STOOP, NATHAN, Delta st, Gossett st, Bethnal Green, Cabinet Maker Feb 7 at 1 Bankruptcy bldg, Carey st
THOMAS, JOHN, Fochriw, Glam, Colliery Foreman Feb 7 at 12.30 Off Rec, County Court, Town Hall, Merthyr Tydfil
THORNTLEY, ALBERT, Cockermouth, Printer and Bookseller Feb 5 at 2.45 Court House, Cockermouth
TILLING, LEONARD EDWARD, Porth, Glam, House Decorator Feb 8 at 12 St Catherine's chmbrs, St Catherine's st, Pontypridd
VIVIAN, EDNA LOUISE, Liskeard, Cornwall Feb 5 at 3.15 7, Buckland ter, Plymouth
WATSON, EDWARD ALBERT, Herne Bay, Coal Merchant Feb 3 at 9.30 Off Rec, 65A, Castle st, Canterbury

ADJUDICATIONS.

ADAMS, CECIL LEWIS, Margate High Court Pet Dec 12 Ord Jan 22
BAINES, CECIL HAMILTON, Knowle, Bristol, Theatrical Manager Bristol Pet Dec 22 Ord Jan 22
BESTLEY, JOHN THOMAS, Kingston upon Hull, Fruit Dealer Kingston upon Hull Pet Jan 22 Ord Jan 22
BERRIDON, GEORGE WINE, Kingston upon Hull, Joiner Kingston upon Hull Pet Jan 24 Ord Jan 24
BOORMAN, HENRY SYDNEY, Bertam rd, Hendon, Caterer's Assistant Barnet Pet Jan 30 Ord Jan 23
BROOKES, WILLIAM, Nottingham, Bookmaker's Clerk Nottingham Pet Jan 22 Ord Jan 22

CALVERT, JACOB, Clayton le Moors, Builder Blackburn Pet Dec 19 Ord Jan 20
CAPRON, CAPT GEORGE, West Drayton, Middlesex Windsor Pet Dec 9 Ord Jan 23
CLEVER, GEORGE HALL, Tackley, Oxford, Blacksmith Oxford Pet Jan 24 Ord Jan 24
COOKE, GEORGE LIVERPOOL, Dairyman Liverpool Pet Jan 22 Ord Jan 22
COOPER, ELIZABETH, Jeffery's rd, Clapham Hastings Pet Dec 20 Ord Jan 23
CROFT, FERGUS DRANKAN, Liscard, Chester, Hoiser Birkenhead Pet Jan 23 Ord Jan 22
DUBSANT, JOHN, Nettlebed, Henley on Thames Wandsworth Pet Jan 23 Ord Jan 23
EVANS, EVAN, Dowlais, Merthyr Tydfil, Mason's Foreman Merthyr Tydfil Pet Jan 23 Ord Jan 23
FRANKS, FERGUS, Harrogate, Grocer York Pet Jan 22 Ord Jan 22
FRANKSTON, SAMUEL, Bungay, Suffolk, Corn Chandler Great Yarmouth Pet Jan 23 Ord Jan 23
FUSSELL, STUART HUBERT, Hafod, Swansea, Wholesale Confectioner Swansea Pet Jan 22 Ord Jan 22
GRIFFITHS, HUGH, Shotton Flint, Ship's Carpenter Chester Pet Jan 22 Ord Jan 22
HALLIDAY, WILLIAM, Walmgate, Yorks York Pet Jan 23 Ord Jan 23
HART, ERNEST W, Windsor Windsor Pet Oct 19 Ord Jan 24
HAYTE, HAIDER JESSIE, Silver st, Falcon sq High Court Pet Jan 22 Ord Jan 23
HENSWORTH, GEORGE ALBERT WALKER, Barwick-in-Elmet, Yorks, Builder York Pet Dec 29 Ord Jan 23
HENDLEY, HENRY ARTHUR, Southsea, Hants, Motor Engineer Portsmouth Pet Jan 22 Ord Jan 22
JACKSON, MINNIE, Porth, Glam Pontypridd Pet Nov 28 Ord Jan 24
JOHNSON, SAMUEL JOHN, Great Yarmouth, Fishing Boat Owner Great Yarmouth Pet Jan 23 Ord Jan 23
JONES, SAMUEL, Colesey, Staffs Dudley Pet Dec 15 Ord Jan 22
KING, HARRY, HORACE KING, and MANOAH KING, Sheffield, Rollers Sheffield Pet Jan 23 Ord Jan 23
LAMBOURN, CHARLES, Wimbors, Dorset, Bootmaker Poole Pet Jan 24 Ord Jan 24
LEWIS, HARRY EDWIN, Portwood, Southampton, Builder Southampton Pet Jan 24 Ord Jan 24
LEVY, ISAAC, Newbridge, Mon, Furniture Dealer Newport, Mon Pet Jan 22 Ord Jan 22
MAGNUS, DAVID GEORGE HENRY, Birmingham, Cast Iron Welder Birmingham Pet Jan 23 Ord Jan 23
MAROUR, MOSES, Liverpool, Tailor Liverpool Pet Jan 22 Ord Jan 22
MARLES, DANIEL, Pocklington, Yorks, Fish Dealer York Pet Jan 22 Ord Jan 22
MAULL, HENRY JOHN, High st, Acton, Baker Brentford Pet Jan 23 Ord Jan 23
MEARES, GEORGE GERALD KING, Hove, Sussex Brighton Pet Dec 12 Ord Jan 24
MORITON, HENRY, Edenham st, Golborne rd, Kensal Rise, Grocer High Court Pet Dec 15 Ord Jan 23

MUNRO, ALBERT EDWARD, Mark ln, Vinegar Merchant High Court Pet Jan 24 Ord Jan 24
NICHOLSON, WILLIAM ALFRED, Wisbech St Mary, Cambridge, Farmer King's Lynn Pet Jan 22 Ord Jan 22
RADCLIFFE, JOHN JAMES, Tonypandy, Glam, Wholesale Fruiterer Pontypridd Pet Jan 24 Ord Jan 24
RAY, JOHN ROBERT, Bury, Huntingdon Peterborough Pet Jan 24 Ord Jan 24
RIDLEY, HENRY, Penygraig, Glam, Colliery Roadman Pontypridd Pet Jan 22 Ord Jan 22
ROBERTS, CHARLES HENRY, Blaenau Ffestiniog Merionethshire, Quarryman Fortmadoc Pet Jan 22 Ord Jan 22
ROBERTS, RICHARD, Troedyrhiw, Glam, Colliery Ripper Merthyr Tydfil Pet Jan 23 Ord Jan 22
SEAGAR, ABRAHAM, Oxford st, Whitechapel, Manager to a Clothier High Court Pet Jan 22 Ord Jan 22
SPENCER, JOHN GEORGE, Barnard Castle, Durham, Cycle Dealer Stockton on Tees Pet Jan 22 Ord Jan 22
STOOP, NATHAN, Delta st, Gossett st, Bethnal Green, Cabinet Maker High Court Pet Jan 23 Ord Jan 22
THOMPSON, HERBERT HYDE, Kingston upon Hull, Auctioneer Kingston upon Hull Pet Jan 13 Ord Jan 22
THOMPSON, JOHN ALFRED, Coal exchange, Billingsgate High Court Pet Nov 30 Ord Jan 22
TILLING, LEONARD EDWARD, Porth, Glam, House Decorator Pontypridd Pet Jan 22 Ord Jan 22
WOOD, JOSEPH TERTIUS, Manchester, Civil Engineer Manchester Pet Aug 3 Ord Jan 23

ADJUDICATION ANNULLLED.

BROWN, EDWARD ARTHUR, Keighley Bradford Adjud April 3 Annual Jan 23

London Gazette.—TUESDAY, JAN. 30.

RECEIVING ORDERS.

ADAMS, W E J, Fenchurch st, Tailor High Court Pet Dec 30 Ord Jan 2
ALLPORT, HARRY, Old Hill, Stafford, Baker Dudley Pet Jan 26 Ord Jan 25
BABBAGE, WILLIAM JAMES, Lincoln, Milliner Lincoln Pet Jan 25 Ord Jan 25
BOND, ALFRED, Northampton, General Dealer Northampton Pet Jan 25 Ord Jan 25
CAULNEY, CHARLES RICHARD, Teignmouth, Lodging house Keeper Ex-ter Pet Jan 25 Ord Jan 25
CHADWICK, JOHN WILLIAM, Walden, Todmorden, Cotton Manufacturer Burnley Pet Dec 30 Ord Jan 26
CHEAL, EDWARD, Regina rd, Southall, Grocer Windsor Pet Jan 13 Ord Jan 27
CLAY, SHOLTO EVELYN, Nuneaton, Builder Coventry Pet Jan 23 Ord Jan 26
DORRIN, CHARLES WILLIAM, Middlesbrough, Hatter Middlesbrough Pet Jan 15 Ord Jan 24
DOUGLAS, FERGUS SHOLT, (Marques of Queensberry), Brook gr High Court Pet Aug 10 Ord Jan 24
EVANS, HENRIETTA, Dowlais, Merthyr Tydfil Merthyr Tydfil Pet Jan 26 Ord Jan 26
FISHER, E W & SONS, Rmford rd, Rlnd Manufacturers High Court Pet Jan 3 Ord Jan 26

HARLEY, HENRY KELLET, Sloane gd a Windsor Pet Nov 16 Ord Dec 2
 HORTCHEN, ISAAC, Bradford, Picture Frame Maker Bradford Feb Jan 25 Ord Jan 26
 JONES, ARTHUR CROSBY, Chatham, Surgeon Rochester Feb Jan 25 Ord Jan 25
 JONES, ROBERT THOMAS, Balls Pond rd, Provision Merchant High Court Feb Jan 20 Ord Jan 26
 JONES, WILLIAM, Rhosodfaul, Carnarvon, Farmer Bury Feb Jan 27 Ord Jan 27
 LIDDELL, LEVI, ENNSBY, Peterborough, Colliery Agent Peterborough Feb Jan 26 Ord Jan 26
 LOWE, TOM, Tebbury, Worcester, Farmer Kidderminster Feb Jan 26 Ord Jan 26
 NICHOLLS, ARTHUR THOMAS, Weston super Mare, Tobaccoist Bridgewater Feb Nov 25 Ord Jan 26
 PAPER, EDWARD JAMES, Dover st, Picaillily High Court Feb Sept 27 Ord Dec 12
 PIGO, RICHARD DIXON, North Shields, Cart Proprietor Newcastle upon Tyne Feb Dec 29 Ord Jan 22
 PORTMAN, JOSEPH, Long Sutton, Lincoln, Machine Owner King's Lynn Feb Jan 27 Ord Jan 27
 PURVEY, WILLIAM GEORGE COMPOW, Northampton, Builder Northampton Feb Jan 26 Ord Jan 26
 RIDGE, THOMAS EDWICK, Mooroad, Cleckheaton, Yorks, Baker Bradford Feb Jan 25 Ord Jan 25
 RYAN, EDWARD, Barnet, Licensed Victualler High Court Feb Dec 1 Ord Jan 25
 SHIRLEY, ARTHUR ALFRED, Leekwith, nr Cardiff, Law Student Cardiff Feb Dec 15 Ord Jan 23
 SHREVE, ALFRED H, Derby Derby Feb Jan 15 Ord Jan 26
 SIMPSON, WILLIAM, Market Drayton, Salop, Farmer Nantwich Feb Jan 24 Ord Jan 24
 SINGLETON, ROBERT THOMPSON, Blackburn, Mill Furnisher Blackburn Feb Jan 25 Ord Jan 25
 SOLOMON, L, White Lion st, Norton Folgate, Furrer High Court Feb Jan 1 Ord Jan 25
 STEVENS, GEORGE, Cocking, Sussex, Brick Manufacturer Brighton Feb Jan 27 Ord Jan 27
 TWEEDALE, GEORGE LEACH, Rochdale Rochdale Feb Aug 24 Ord Jan 24
 WEST, STEPHEN, Thorntonhill, Croydon, Meat Salesman's Canvaser Croydon Feb Jan 24 Ord Jan 24

Amended Notice substituted for that published in the London Gazette of Jan 19:
 JOHNSTONE, FREDERICK JAMES, Belsize av, Hampstead, Costumier Brentford Feb Dec 19 Ord Jan 17

FIRST MEETINGS.

ADAMS, W E J, Fenchurch st, Tailor Feb 9 at 12 Bankruptcy bldg, Carey at
 ARNOTT, GEORGE WILLIAM, Sheffield, Provision Dealer Feb 8 at 12 Off Rec, Figgess In, Sheffield
 BECKETT, JOSEPH JAMES, Philipot In Feb 9 at 11.30 132 York rd, Westminster Bridge rd
 BERRIDGE, GEORGE WISE, Kingston upon Hull, Joiner Feb 8 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
 BOORMAN, HENRY SYDNEY, Bertram rd, Hendon, Caterer's Assistant Feb 7 at 8 Off Rec, 14, Bedford row, London
 BROOKES, WILLIAM, Nottingham, Bookmaker's Clerk Feb 7 at 12 Off Rec 4, Castle pl, Park at
 CAUSLEY, CHARLES RICHARD, Teignmouth, Lodging House Keeper Feb 8 at 12 Off Rec, 9, Bedford circus Exeter
 DONKIN, CHARLES WILLIAM, Middlesbrough, Hatter Feb 9 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
 DURRANT, JOHN, Henley on Thames Feb 9 at 12 132 York rd, Westminster Bridge rd
 DOUGLAS, PERCY RHOLTO (Marquess of Queensberry) Brook Green Feb 9 at 12 Bankruptcy bldg, Carey at
 FISHER, E W AND SONS, Romford rd, Forest Gate, Blind Manufacturers Feb 9 at 11 Bankruptcy bldg, Carey at
 FREESTON, SAMUEL, Boregay, Corn Chandler Feb 10 at 12.30 Off Rec, 3, King st, Norwich
 FUSSELL, STUART HUBERT, Hafod, Swansea, Wholesale Confectioner Feb 9 at 11 Off Rec, Government bldg, St Mary's st, Swansea
 GODWIN, L G, Mitcham rd, West Croydon, Baker Feb 9 at 11 132 York rd, Westminster Bridge rd
 GREEN, EDWIN GEORGE, Newbury, Tinnas's Assistant Feb 8 at 11 1, St Aldates, Oxford
 GREGORY, CHARLES AYL-BURY, Dealer in Horses Feb 7 at 12 1, St Aldates, Oxford

GRIFFIN, JOSEPH, Birkenhead, Licensed Victualler Feb 7 at 11 Off Rec, 35, Victoria st, Liverpool
 HARLEY, HENRY KELLET, Sloane gd a Feb 9 at 12 Off Rec, 14, Bedford row
 HENSLY, HENRY ARTHUR, Southsea, Hants, Motor Engineer Feb 8 at 3 Off Rec, Cambridge junction, High st, Portsmouth
 HEPPESTALL & EARLE, Stanley, nr Wakefield, Grocers Feb 7 at 11 Off Rec, 21, King st, Wakefield
 HORTCHEN, ISAAC, Bradford, Picture Frame Maker Feb 7 at 3.30 Off Rec, 12, Duke st, Bradford
 JOHN, EDWARD ARTHUR, Cardiff, Coniment Manufacturer Feb 7 at 12 117, St Mary st, Cardiff
 JOHNSON, SAMUEL JOHN, Great Yarmouth, Fishing Boat Owner Feb 7 at 3 Off Rec, 3, King st, Norwich
 JOHNSTONE, FREDERICK JAMES, Belsize av, Hampstead, Costumier Feb 7 at 12 Off Rec, 14, Bedford row
 JONES, ROBERT THOMAS, Balls Pond rd, Provision Merchant Feb 8 at 11 Bankruptcy bldg, Carey at
 LEVI, ISAAC, Newbridge, Mon, Furniture Dealer Feb 7 at 11 Off Rec, 14, Commercial st, Newport, Mon
 MAGNUS, DAVID GEORGE HENRY, Birmingham, Cast Iron Welder Feb 7 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
 MAULL, HENRY JOHN, High st, Acton, Baker Feb 9 at 3 Off Rec, 14, Bedford row
 PIGO, RICHARD DIXON, North Shields, Cart Proprietor Feb 7 at 11 Off Rec, 33, Mosley st, Newcastle upon Tyne
 RADCLIFFE, JOHN JAMES, Tonypandy, Glam, Wholesale Fruiterer Feb 8 at 3 St Catherine's chmbrs, St Catherine st, Pontypridd
 RATHBONE, GEORGE, Northwich, Cheshire, Storeman Feb 7 at 12 Off Rec, King st, Newcastle Staffs
 RIDGE, THOMAS EDWICK, Cleckheaton, Yorks, Baker Feb 7 at 3 Off Rec, 12, Duke st, Bradford
 ROBERTS, CHARLES HENRY, Blaenau Ffestiog, Merioneth Quarryman Feb 7 at 12 Crypt chmbrs, Chester
 ROGERS, EDWARD, Barnet, Licensed Victualler Feb 8 at 1 Bankruptcy bldg, Carey at
 SMITH, WILLIAM EDWARD, Coventry, Builder Feb 7 at 11 Off Rec, 8, High st, Coventry
 SOLOMON, L, White Lion st, Norton Folgate, Furrer Feb 8 at 11 Bankruptcy bldg, Carey at
 SPENCER, JOHN GEORGE, Barnard Castle, Durham, Cycle Dealer Feb 7 at 3 Off Rec, Court chmbrs, Albert rd, Middlesbrough
 STEVENS, GEORGE, Cocking, Sussex, Brick Manufacturer Feb 9 at 12 Off Rec, 12A, Marlborough pl, Brighton
 VAUGHAN, THOMAS PHILIP, Amphil, Beds, Licensed Victualler Feb 7 at 12 Off Rec, The Parade, Northampton
 WALKER, HENRY JAMES, Whitby, Yorks, Hotel Keeper Feb 7 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
 WOOD, JOSEPH TERTIUS, Ashton on Mersey, Civil Engineer Feb 7 at 3 Off Rec, Byrom st, Manchester

SOLICITORS' EXAMINATIONS.—Mr S GOODWIN G. BREEZE, of 55, Backlathersbury, London, E.C., Solicitor, having obtained remarkable success in Coaching Students privately for the Solicitors' Intermediate and Final Examinations, has decided to devote a larger amount of his time to this branch of his work.

Mr. Breeze has been especially successful with backward students who, previously to being coached by him, had repeatedly failed at the examinations.

Arrangements are made for all cases in which, through want of application or other sufficient reason, individual tuition may prove necessary.

Mr. Breeze requires a personal interview before accepting any pupil.

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ADMINISTRATIVE COUNTY OF SURREY.
THE COUNTY COUNCIL of the Administrative County of Surrey are prepared to receive applications from candidates for the POST of "SUPERINTENDENT of the WEIGHTS and MEASURES ACTS, &c., STAFF."

His duty will be, under the direction of the General Purposes Committee and the Clerk of the Council, to organise and superintend all the work of the County Inspectors of Weights and Measures, &c., to examine, check, and certify their accounts and returns and to conduct all prosecutions; the County Inspectors of Weights and Measures are also Inspectors under the Sale of Food and Drugs Act, the Explosive Acts, the Shop Hours Act, and are agents under the Fertilisers and Feeding Stuffs Act, and being all-time officers are liable to undertake such other duties, as may be prescribed by the County Council.

The Superintendent (who must not be over 47 years of age, and must obtain the Board of Trade certificate within four months of his appointment) will be required to enter upon his duties on the 1st July next, to devote the whole of his time to such duties as may from time to time be prescribed by the County Council, and to reside at some approved centre in the County; the appointment will be held during the pleasure of the Council, be subject to a quarterly notice by the Superintendent, and will not carry with it any right to a sine annuatio allowance.

The salary will be £350 per annum, rising on satisfactory report, by annual increases of £10, to £450; the Superintendent will be reimbursed, according to County Scale B for the time being, for such actual and necessary expenses as he may properly incur in discharge of his duties; he will be required to give a bond, on approved security, for £200, and also to take out a guarantee policy, the premium for the latter being paid by the County Council.

Applications, which must be made in the candidate's handwriting, and upon a form to be obtained from the undersigned, accompanied by copies of not more than three testimonials of recent date, and indorsed "Statutory," must be delivered here not later than the 16th of March next.

Personally canvassing members of the County Council will be held to disqualify a candidate.

T. W. WEEDING, Clerk of the Council.

County Hall, Kingston-on-Thames, January, 1912.

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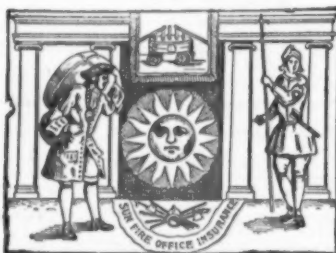
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